

50+70+30=150



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

05AB 768319

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT FOR SALE is made on this **29th** day of **October** Two thousand Sixteen, **BETWEEN SRI SUBHASIS ROY CHOWDHURY**, son of Late Hemnath Roy Chowdhury, by faith - Hindu, by occupation - Business, residing at 20/C/4, S.C. Deb Street, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, hereinafter Called and referred to as the "**VENDOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and/or assigns) of the **FIRST PART.**

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AND

"**ROY CHOWDHURY DEVELOPERS (P) LTD.**" a proprietorship Firm, having its office at 20/C/4, S.C. Deb Street, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, represented by its sole proprietor **SRI SUBHASIS ROY CHOWDHURY**, son of Late Hemnath Roy Chowdhury, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 20/C/4, S.C. Deb Street, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, hereinafter after called the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors- in- office, partners of the said firm for the time being in force, its executors, representatives and assigns) of the **SECOND PART**.

AND

MS. MALA SARKAR, daughter of Sri arun Kumar Sarkar, by faith - Hindu, by occupation - Service, PAN - DCXPS3718H, residing at Sripur Road, (East) Beside Red Rose School, P.O. Kulti, P.S. Kulti, District - Burdwan, Pin - 713343, hereinafter called and referred to as the "**PURCHASER/S**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her/his/their legal heirs, executors, successors, administrators, legal representatives and / or assigns) of the **THIRD PART**.

WHEREAS: -

1. **ALL THAT** piece and parcel of land measuring about 06 Cottahs 12 Chattaks 04 sq. ft. together with building standing thereon, lying at Mouza - Konnagar, J. L. No. 7, Comprised in Dag No. 6227 under Khatian No. 704, corresponding to L.R. Dag No. 12772 under L.R. Khatian No. 14673 & 14674 being premises No. N-109/1, Aurobinda Road, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S. Uttarpara, in the District - Hooghly, hereinafter called the "Said Property".
2. By virtue of registered Deed of Conveyance dated 08-05-2015, executed and registered at Serampore Sub-Registry Office, incorporated in Book No. 1, Volume No. 5, pages from 4221 to 4240, bearing Deed No. 3260, said **Sri Suryajit Mitra & Sri Nishikanta Mitra** vendors therein sold, transferred, conveyed, assigned, granted all that area of land measuring about 06 Cottahas 12 Chattaks 04 sq. ft. together with building standing thereon, lying at Mouza - Konnagar, J. L. No. 7, Comprised in Dag No. 6227 under Khatian No. 704, corresponding to L.R. Dag No. 12772 under L.R. Khatian No. 14673 & 14674 being premises No. N-109/1, Aurobinda Road, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S. Uttarpara, A.D.S.R. Serampore, in the district of Hooghly, more fully described in the Scheduled mentioned herein above unto and in favour of **Sri Subhasis Roy Chowdhury** mentioned therein as Purchaser.

3. By virtue of aforesaid Deed of instrument *Sri Subhasis Roy Chowdhury* became the owner of the 1st Schedule Property written hereunder and mutated his name in the assessment roll of Konnagar Municipality as well as L.R. Record of Rights & separate Khatian being No. 15469 was published thereof and paid relevant Rent, revenue, Taxes and statutory imposition therein.
4. *Sri Subhasis Roy Chowdhury* while fully seized and possessed of all that area of Bastu Land measuring 06 Cottahas 12 Chattaks 04 sq. ft. together with building standing thereon, lying at Mouza - Konnagar, J. L. No. 7, Comprised in Dag No. 6227 under Khatian No. 704, corresponding to L.R. Dag No. 12772 under L.R. Khatian No. 15469 being premises No. 109/1, Aurobinda Road, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S. Uttarpara, District - Hooghly more fully described in the 1st Schedule written hereunder.
5. The Developer constituted a proprietorship firm on 23-05-2016 under the name and style "**ROY CHOWDHURY DEVELOPERS (P) LTD.**" a proprietorship Firm, having its office at 20/C/4, S.C. Deb Street, P.O. Konnagar, P.S. Uttarpara, and District - Hooghly.
6. The said Vendor and Developer being the self same person prepared a map or plan to be duly sanctioned by The Konnagar Municipal Authority and to construct, erect and complete a new building and/or buildings containing various self contained flats and/or units and/or apartments, constructed space and parking spaces capable of being held, used and/or enjoyed independently of each other and in furtherance thereof the Vendor/Developer made an application to the Konnagar Municipal Authority for sanction of a map or plan in respect of the said premises.
7. The Vendor/Developer have exclusive and sole right to sell the flats /shops/in the said building constructed by the Vendor/ Developer on the said land specifically mentioned in the first schedule hereunder and to enter in to an agreement with the intending Purchaser/s of flats / shops constructed / to be constructed and also to receive the sale price or advance from the Purchaser/s of the flat or flats /or shop/s.
8. The Developer have handed over to the Purchaser/s all documents, title relating to the said land, the plans, designs and specifications and all other relevant documents- which have been inspected and approved by the Purchaser/s.
9. In pursuance of the said instrument, and after obtaining sanctioned building plan vide No. 04/02/16 dated 10-03-2016 the Vendor/ Developer herein erecting a multi-storied building over the schedule mentioned property more fully referred in the 1st schedule written hereunder.

10. The Developer constructed the residential & commercial complex known as **"AUROBINDA APARTMENT"** comprising several self contained residential flats/ shops/ Garages upon the First Schedule property in accordance with building plan sanctioned by the Konnagar Municipality.
11. The Purchaser/s herein being desirous of owning a residential flat approached to the developer after having properly investigated the title deeds, sanctioned plan and other relating documents for selling one flat on the **2ND** Floor, being Flat No. **"C"** measuring area **375** sq. ft. (including super built up area) particularly described in the Second Schedule hereunder written of the building known as **"AUROBINDA APARTMENT"** situated at 109/1, Aurobinda Road, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, and the developer being agreed with **the said proposal has entered in to this agreement with the Purchaser/s with the terms, condition and considerations more fully hereinafter stated.**
12. The Purchaser/s and the Developer have mutually negotiated the cost of said flat at Rs. 8,00,000/- (Rupees Eight Lakh only), on the terms and conditions hereunder appearing.
13. The Purchaser/s has agreed to purchase the said flat measuring an area 375 sq. ft. (including super built up area) More or less specifically mentioned in the Second schedule written hereunder and the developer agreed to sell the same at aforesaid price and the purchaser/s have/has paid an amount Rs. 1,50,000/- (Rupees One Lakh Fifty thousand only) by Cash/Cheque vide No. _____ dated _____, as booking money and the purchaser/s agreed to pay the balance consideration money, in accordance with brochure published by the Developer.
14. That the area of the flat shall be calculated adding 25% super built up area in all cases.
15. That irrespective of any floors, all the flat owner/s is/are liable to pay charges for operation of the lift.

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

- a) That subject to the terms and conditions contained herein the Developer sell and to allot and the Purchaser/s herein has / have agreed to purchase the two flat, being Flat No. "C" on the 2ND Floor, measuring area more or less 375 sq. ft. (including super build up area), particularly described in the Second Schedule hereunder written of the building known as "AUROBINDA APARTMENT" situated at 109/1, Aurobinda Road, P.O. Konnagar, P.S. Uttarpara, District - Hooghly, at or price of Rs. 8,00,000/- (Rupees Eight Lakh only) is free from all encumbrances, trust, liens, attachments, whatsoever and along with the easement and other right as provided in connection with beneficial use and enjoyment of the said flat together with the undivided, proportionate share or interest in the said land including the common facilities of common area and parts and services of the said building particularly mentioned in the Schedule "4th Schedule" hereunder written.
- b) That the Purchaser/s has sums of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) paid by Cash/ Cheque vide No. _____ dated _____, as booking money to the Vendor/Developer, the receipt whereof the Vendor/Developer herein has acknowledged.
- c) That the Vendor/Developer herein shall be liable to complete the flat of the said building within _____ months from the date of execution of this presents subject to payment of outstanding in the manner stated in the **Third Schedule** written here under.
- d) That save and except the specification of work as mentioned in this agreement, if any extra work is carried out by the Vendor/Developer with the written consent of the Purchaser/s to the said flat in that event the Purchaser/s shall be liable to pay additional amount for such extra work.
- e) That in case of failure of payment by the Purchaser/s as mentioned hereinabove the Vendor/Developer shall issue notice upon the Purchaser/s and on receiving such notice if no correspondence is made by the Purchaser/s, the Vendor/Developer shall have right to cancel the allotment as well as to cancel the agreement hereby made and the Purchaser/s shall has / have no right to claim over the said flat and the Vendor/Developer shall refund the amount paid by the Purchaser/s deducting 10% as incidental charges subject to further booking of the said flat. It is hereby further noted that if the Purchaser/s fails to pay the amount as written hereinabove the price of the said flat shall be escalated @ 10% p.a. on delayed period and on due in total amount and Purchaser/s shall not raise any objection for such escalation.

- f)* That if the Purchaser/s withheld the payment due to financial problem or any other reasons he or they shall has / have to inform the Vendor/ Developer in writing to cancel the allotment and then the Vendor/ Developer shall cancel the allotment and as well as this agreement and refund the amount paid by the Purchaser/s deducting 10% of the said amount in the manner written in clause No. f.
- g)* That on the other hand, if the Vendor/Developer fails or neglects to complete and deliver the said flat to the Purchaser/s within the period mentioned hereinabove the Vendor/Developer shall be liable to pay the bank interest @ 10% per annum on the total amount paid to the Vendor/ Developer by the Purchaser/s for the period of delay.
- h)* Under no circumstances the Vendor/Developer is liable to handover the possession of the flat until the total consideration amount his / her / their paid by the Purchaser/s to the developer thereby and there under.
- i)* After taking possession of the flat, the Purchaser/s shall pay proportionately municipal Taxes of the flat applicable from date of possession till the assessment-completed by the Konnagar Municipality. The cost of maintenance, repairs and electricity in respect of all common areas of common utility of the said building shall be paid by all the Purchaser/s to the Vendor/Developer or the authorized representatives of the owner/s of all flats of the said building or to the association of the Owner/s as may be formed by all the Owner/s of the flats of the said building as the case may be.
- j)* That the Purchaser/s shall also be entitled to sell out mortgage, lease or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Vendor/Developer or any other co-Owners who may acquire rights, title and interest similar to these acquired by the Purchaser/s under the terms of the conveyance to be made.
- k)* That the undivided interest in the land shall remain joint for all times with the co-Owners who have acquired right, title and interest in the land. It is hereby undertaken by the Vendor/Developer that the interest in the land is impartiable and joint, which is obligatory. In other words, the co-Owners of the flats jointly shall remain the co-Owners of the land whereupon the building is constructed.
- l)* That the Purchaser/s after completion of the registration shall apply to the municipality for mutation of his/her/their names and for separate assessment of his / her / their portion, the cost of which shall be borne by the Purchaser/s. The Vendor/Developer shall be liable to sign all necessary papers which are to be required and the Purchaser/s shall pay municipal Taxes and other Taxes and outgoings that may be imposed by the Konnagar Municipality from the date of registration.

- m)** That the Purchaser/s and / or his/ her/ their heirs and / or his/ her/ their successors and / or his/ her/ their families shall use the flat for residential purpose but shall not permit the same to be used for any other purpose other than a residential purpose.
- n)** That it is expressly and clearly mentioned that the Purchaser/s shall pay for the installation of electric meter of his/ her/ their flat and the Purchaser/s shall also be liable to pay other expenses for getting electric facility and Vendor/Developer would provide necessary help and sign all necessary papers as the case may be.
- o)** That the service charges for the common service area and maintenance charges for the building is payable by the Purchaser/s either to the Owner's Association or to the Vendor/Developer as the case may be.
- p)** That the Purchaser/s accorded to pay a sums of Rs. 35,000/- (Rupees Thirty Five thousand only) towards installation of electric meter & One AC Connection in one room as well as to provide power back up to enable un-interrupted service of power Other than said charges the purchaser also be liable to pay sum of Rs. 40,000/- (Rupees Forty thousand only) for common parking space of two wheeler and cycle only.
- q) That the Purchaser/s hereby further covenants that: -**
1. To carry out repair of the interior parts of the said flat and shall not make any construction in violation of act, rules and bye-laws;
 2. Not to demolish any part of the flat and shall keep the portions, sewers, drains, pipes in good tenantable condition and not cause damage to the columns, beams, walls, slabs or R. C. C. or other structural part of the building / flat;
 3. The Purchaser/s shall not assign or transfer his / her / their right or interest in the said flat or those derived under this agreement until full payment is made to the Vendor/Developer and shall not flouting the terms and conditions of this agreement;
 4. To bear and pay any increase in local taxes, water charges or any other charges relating to the Flat;
 5. The Purchaser/s shall observe and perform all the rules and regulations which the Owner's association may adopt and additions, alterations or amendments thereof;
 6. The Purchaser/s shall not demand partition of the flat, undivided common areas of the said building;

7. That after completion of payment by the Purchaser/s to the Vendor/ Developer a Draft Copy of the Deed of conveyance will be handed over to the Purchaser/s and the Purchaser/s while taking possession of the said flat shall pay his/ her/ their registration cost along with the approved draft copy of the deed of conveyance to Developer's lawyer and on receiving the said registration cost and approved draft copy of the Vendor/Developer shall execute the deed of conveyance in favour of the Purchaser/s through its Advocate to maintain the uniformity of the sale deed of all the flat of the said building. The stamp required for registration of the Deed of conveyance shall be purchased in the name of the Purchaser/s.

:: THE FIRST SCHEDULE ABOVE REFERRED TO ::

(The said Land)

ALL THAT piece and parcel of Land measuring about 06 Cottahas 12 Chattaks 04 sq. ft. together with building standing thereon, lying at Mouza - Konnagar, J. L. No. 7, Comprised in Dag No. 6227 under Khatian No. 704, corresponding to L.R. Dag No. 12772 under L.R. Khatian No. 15469 being premises No. 109/1, Aurobinda Road, P.O. Konnagar, within the ambit of Konnagar Municipality, under P.S Uttarpara, Additional District Sub-Registry Office at Serampore, in the District Hooghly.

The said property is butted and bounded as follows:-

- ON THE NORTH** : Aurobinda Road;
ON THE SOUTH : Municipal Darwin;
ON THE EAST : Building of K. K. Mitra & others;
ON THE WEST : Roy Para Lane;

:: THE SECOND SCHEDULE ABOVE REFERRED TO ::

(The Said Unit)

ALL THAT residential flat, with Ceramic Tiles Floor, being flat No. "C" on the 2ND floor, of the building Known as "AUROBINDA APARTMENT" measuring area 375 sq. ft. (including super built up area) more or less being Municipal Holding No. 109/1, Aurobinda Road, P.O. Konnagar, within the ambit of Konnagar Municipality under P.S. Uttarpara, District - Hooghly, together with undivided proportionate share in land beneath the said building together with all rights, liberties, enjoyment specifically mentioned in the Fourth schedule.

The said Flat is butted and bounded by: -

<i>ON THE NORTH</i>	:	Flat No. B;
<i>ON THE SOUTH</i>	:	Flat No. D;
<i>ON THE EAST</i>	:	Open Space;
<i>ON THE WEST</i>	:	Lift, Stair & Corridor;

:: THE THIRD SCHEDULE ABOVE REFERRED TO ::
(Memo of Consideration)

1. Rs. 1,50,000/- (Rupees One Lakh Fifty thousand only) paid by Cash/Cheque vide No. _____ dated _____ as Booking Money.

2. Terms of Payment.

- a) 30% of the flat cost of the time of booking and Agreement within 15 days after name registration. Cancellation of Booking flat should be done within 15 days. If not 20% booking amount will be deducted from the amount. Booking amount will be refund after next party booking of that flat.
- b) 20% of the flat cost after 30 days but before 45 days from the date of booking or agreement whichever is earlier.
- c) 20% of the flat cost on completion of 1st floor roof.
- d) 10% of the flat cost at the time of Top Floor casting.
- e) 10% of the flat cost at the time of brick work and flooring & the remaining
- f) Balance amount shall be paid within _____ Months from the date of execution of this Agreement and/or before possession or registration whichever is earlier.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(Common areas and common maintenances)

- a) Entrances and exits;
- b) Boundary walls and main gate;
- c) Water pump;
- d) Staircase landings on all the floors;
- e) Drainage and sewerage lines and other installation for the same expect those, which are installed within the exclusive areas of any unit for its use;
- f) Electrical wirings and other fittings excluding only those as are installed within the exclusive areas of any part for its use;
- g) Water pumps, water reservoirs, together with all common plumbing installations for carriage of water excluding only such parts of installations and fittings as are exclusively for the said unit;
- h) Such other common parts, areas, equipments, installations, fittings, fixtures and spaces or about the land and the building.
- i) Open roof of the building.
- j) Parking space for two wheeler /Cycle in the ground floor.
- k) Meter to be installed on the ground floor exclusively reserved for same.
- l) Lift Facility.

:: THE FIFTH SCHEDULE ABOVE REFERRED TO ::

SPECIFICATION OF WORKS

1.	SPECIFICATION	All the frame structure to be used in the building will be of R.C.C. type.
2.	WALLS	All external walls - 8" thick Brick works and inside walls 5"/3" thick
3.	FLOORING	Grey C- 2 Mosaic tiles/ marble with 6" skirting on all sides with multi coloured chips including stairs.
4.	DOOR	Frames of good quality local sal wood (main door 6 feet 6 inch x 3 feet 3 inch x 4inc x 2.5 inc and inside door 6.ft 6 inc x 3ft x 3" x 2.5") Verandah: 6'-6" x 2'-9" x 3"x2.5" and main door: 1.5" and inside door 1 ¼" thickness will be of good quality flush doors. The main door will have system of good quality lock.
5.	WINDOWS	NCL/ Steel frame to be fitted with glass panels and guarded by M.S. Grill.
6.	KITCHEN	Cooking table having black stone & 3 feet. High glazed tiles above cooking platform and a sink with tap. Marble flooring.
7.	TOILET	Ceramic flooring. Glazed tiles: up to 6 feet including 6' Ceramic skirting.
8.	ELECTRICAL WIRING	<p>All wiring will be concealed with pvc conduits all wiring shall be of copper wiring, switch board flush with wall.</p> <p>FOR EACH BED ROOM :- 3 lts points. 1 fan pts. 1 plug pts. (5Amp each) B) for drawing cum dining space & others 3 light pts, ½ fan pts, 1plug pts, 1 calling bell pts, (5Amp each) & 3 teach for refrigerator & T.V.</p> <p>FOR KITCHEN: - 1 light pt (5 Amp) & 1plug pts, (5 Amp each.)</p> <p>FOR TOILET: - 1 light pt. (5Amp) 1 geyser pt (15Amp) & for Balcony 1light pt.(5Amp) For category of flats, all interior faces of wall & ceiling shall be of plaster of Paris whereas those of kitchen, veranda & toilet shall be of lime finish external wall shall be painted with cement based paints.</p>

IN WITNESSES WHERE OF the Parties have hereunto set and subscribed his respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED:

In the presence of:

Witnesses: -

1.

2.

Signature of the Vendor

Signature of the Developer

Signature of the Purchaser/s

Drafted by me,

Advocate

Serampore Court