**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE is made on this ……… day of ………….. 2023, BY and BETWEEN:**

**MISRA ASSOCIATES DEVELOPMENT CONSULTANTS PVT. LTD., (PAN AADCM6408N) A Pvt. Limited Company incorporated under the Companies Act 1956, represented by its Managing Director MR. HARI NARAYAN MISRA (PAN AEZPM1426P) son of Late Gouri Shankar Misra having its office at 186/1, G.T. Road (East), Ushagram, P.O. Ushagram, P.S. Asansol (South), Addl. Dist. Sub. Registry Office and Sub Division – Asansol, Dist. Paschim Bardhaman, Pin-713303, hereinafter called the “FIRST PARTY/ VENDOR” (which expression shall include his heirs, successors, assigns, representatives unless contrary to and repugnant to the context) of the FIRST PART.**

**AND**

**SRI/SMT. …………………………., PAN……………………, son of Sri ……………………………., by occupation ……………….., by faith Hindu, resident of: ………………………………………. P.O. ……………………., P.S……………………………, Dist……………………………………………., in the state of………………….., Pin- …………… Phone No. (M) …………………………… hereinafter called and described as a “SECOND PARTY/PURCHASER” (which expression shall unless excluded by or repugnant to the context include his/her/their heirs, successors, legal representatives and assigns) of the OTHER PART.**

**WHEREAS one………………., all sons of late …………………………, and Sri ……………………… both sons of late …………….. were the joint owners in possession of the land measuring ………………………. Katha ………………….. Chatak comprised in R.S. Plot Nos. …………………….. under R.S. Khatian No. …………………………………… of Mouza-……………………., J.L. No. …………., P.S. …………………., Dist. ……………………… including other lands which they acquired by virtue of different Registered deeds of Sale, registered before Sub-Registry Office, at Asansol for valuable consideration from its previous owners.**

**AND WHEREAS while owning and possessing the said lands mentioned aforesaid ………………………….., all sons of …………………being jointly as first party and …………………………………sons of late ………………….. being jointly as the second party amicably partitioned their said lands by metes and bounds by virtue of a Registered Deed of Partition being no. ……………for the year …………… before Sub-Registry Office, at ………… and by virtue of said partition aforesaid …………………. all sons of ……………. jointly acquired ………..katha ………. chatak land comprised in R.S. Plot …………………………under R.S. Khatian No. ………………………… of Mouza-…………, J.L. No. ……, P.S……………, Dist. …………………………..with specific demarcation and boundaries and became joint owners and possession of lands each having undivided 1/3rd shares therein.**

**AND WHEREAS subsequently………………………………….., all sons of late ………………………….., being three brothers while owning and possessing their said lands measuring ……….. katha ………. chataks of which they acquired by virtue of aforesaid deed of partition amicably had once again partitioned amongst themselves by metes and bounds by executing a Registered Deed of Partition being no. …………………. for the year ……………… before Sub-Registry Office, at Asansol and by virtue of said partition deed aforesaid …………………exclusively acquired ……….. katha ………. chataks of land comprised in R.S. Plot Nos. ……………….under R.S. Khatian No. ………………………of Mouza-……………, J.L. No. …………., P.S. …………….., Dist. …………………….. (previously under Dist. ……………………) with specific demarcation and boundaries in his share exclusively and the said lands so acquired by aforesaid …………………………….. are morefully delineated in a sketch map annexed therein and marked by letter ‘A’ and ‘D’ on the said sketch map.**

**AND WHEREAS while owning and possessing the said land which he acquired by way of said partition ……………………………son of late …………………. by virtue of Registered deed of Gift being no. …………….for the year ………. and ………. for the year ……………… gifted an area of ………………. acres to her daughter Smt…………………………, situated on R.S. Plot No. ………………….. corresponding to L.R. Plot No. …………… measuring an area of land ………….. acres and on R.S. Plot No. ………… corresponding to L.R. Plot No. …………… measuring an area of land …………….. acres and on R.S. Plot No. ………… corresponding to L.R. Plot No. ………… measuring an area of land …………… acres under R.S. Khatian No. …………………..corresponding to L.R. khatian No. …………….. of Mouza- ……………, , J.L. No. …….., P.S. ……….., District ………………...**

**AND WHEREAS thereafter being lawful owner and possessor above named Smt. Sanghamitra Sengupta, sold & transferred the land having an area of ………acres situated on R.S. Plot No. ………….. corresponding to L.R. Plot No. ………………. measuring an area of land ……………. acres and on R.S. Plot No. ……………… corresponding to L.R. Plot No. ……………. measuring an area of land ……….. acres and on R.S. Plot No. …………… corresponding to L.R. Plot No. …………… measuring an area of land ………….. acres under R.S. Khatian No. ……………………………….corresponding to L.R. khatian No. …………. of Mouza- ………….., , J.L. No. ……. P.S. …………., District …………………….to the First Party/ Vendor by virtue of two registered Deed of Sale being No. …………………………….and …………………………, registered before the Addl. Dist Sub Registrar office at Asansol.**

 **AND WHEREAS the said lands have been duly and correctly recorded in the name of the First party/Vendor in the finally published L.R. Record of Rights under L.R. Khatian No. …………….of Mouza-……………. And subsequently the First party/Vendor converted the land into Commercial Bastu vide Memo No. ………………., Dated …………………… and………………………, Dated………………………...**

**AND WHEREAS the First Party is the lawful and absolute owner in possession having valid right, title and ownership in respect of the said property mentioned in schedule ‘A’ below.**

**AND WHEREAS the First Party has been constructing a multi-storeyed pucca building (G+4) in and upon the said property mentioned in schedule ‘A’ below comprising several self contained residential flats, garages, parking space/ spaces, etc. which is more fully mentioned in the schedule ‘A’ below and the said building/ apartment has been constructed in accordance with The Building Permit No. ……………………….. dated …………………… duly sanctioned by the Authority of Asansol Municipal Corporation and will be constructed with good quality of building materials for the purpose of selling the same to the indenting purchaser/s as per specification annexed hereto.**

**AND WHEREAS the Second Party has/have made a proposal unto First Party for purchasing one residential flat along with one car parking space detailed mentioned in the schedule “B” below of the said building to be known as “……………………….. APARTMENT”, at ……………………. Road, Asansol- ………………………, at the consideration price/money of Rs. ………………………(Rupees………………………) only.**

**AND WHEREAS the party hereto has/have agreed with the following terms and conditions: -**

### NOW THIS DEED OF AGREEMENT WITNESSETH

1. **That the First Party/Vendor shall complete the construction of the residential flat as described in the schedule ‘B’ marked in RED ink in the annexed sketch plan over the land mentioned in the schedule ‘A’ hereunder referred in accordance with the sketch plan as per plan duly sanctioned by Asansol Municipal Corporation.**
2. **That the First Party/Vendor shall construct and complete the construction of the residential flat described in the schedule ‘B’ as also other common parts of the building named “……………………….. APARTMENT” at its own investment, direct control & efficiency supervision over the apartment.**
3. **That if the Second Party desires to have the construction of any additional works, fitting or fixture in respect of construction of the said residential flats, the Second Party shall have to pay the additional payment thereof unto the First Party/Vendor.**
4. **That the First Party/Vendor shall complete the construction of the residential flat in the said property and shall make the same ready for the delivery of the possession of within ……………… months from the date of execution of this agreement, the First Party shall not be held responsible for any delay regarding completion of such construction of the building/ flat if caused due to some occurrence like natural calamity, earth-quack, labour problems and non availability of building materials etc, which are beyond the control, in that event the terms and conditions of this agreement shall automatically stand extended for a reasonable period of time.**
5. **That the payment of consideration valuation in respect of the said residential flat shall be made by the Second Party unto First Party/Vendor in the following manner, which runs as under.**

**TERMS OF PAYMENT**

**That the Second Party have paid a sum of Rs. ………………………(Rupees………………………) only as per following manner given below:-**

1. **Rs. ………………………(Rupees………………………) only Paid by cheque being No. ………………. dated ……………………… of State Bank of India, J.K. Nagar Branch.**

**unto the First Party as an advance against the flat mentioned in the ‘B’ schedule below and the balance payment of consideration amount shall paid as under :**

**i) 20% of the total consideration amount will be paid by the Second Party after roof casting of Ground Floor.**

1. **10% of the total consideration amount will be paid by the Second Party after roof casting of First Floor.**
2. **20% of the total consideration amount will be paid by the Second Party after roof casting of Second Floor.**
3. **20% of the total consideration amount will be paid by the Second Party after roof casting of Third Floor.**
4. **20% of the total consideration amount will be paid by the Second Party after roof casting of Fourth Floor.**

**The balance full and final payment of total consideration money shall be paid by the Purchaser/s to the First Party before taking the possession of the said residential flat mentioned in schedule ‘B’ below.**

**It is agreed that the Second Party shall be bound to make the payment as mentioned earlier within the stipulated time, failing which the First Party may either cancel the agreement and to refund the balance amount to the Second Party on receipt of advance money from other intending purchaser. That the First Party undertake to develop and deliver the flat mentioned in the schedule ‘B’ below within the stipulated time from the date of execution of this agreement and on First Party failure to hand over the possession of the same duly completed within such stipulated time, the First Party/Vendor will be liable to pay an interest calculated @ 18% per annum on the amount which will be paid by the second party in terms of this agreement for the actual period of delay involves beyond the stipulated time.**

1. **That the terms and conditions and covenants of the conveyance and all further documents to be executed in pursuance thereof and the covenants there shall be such as decided by the First Party/ Vendor and the Purchasers. All the documents required to be executed by all or any one of or more of the parties hereto shall be got prepared by the first party/ Vendor through his Advocate/Deed Writer and the parties hereto and /or register and / or affirm the same including the conveyance or conveyances aforesaid at or before the Purchasers take possession of the flat and the Purchasers will bear all cost of registration charges including stamp duty, registration fees, preparation charges, and all incidental charges etc.**
2. **That the Purchasers do hereby covenant with the First Party/ Vendor that the said flat shall be used solely and exclusively for residential purpose and further covenants and undertakes as follows:-**

**a. To have the said flat and common parts and facilities constructed and/ or completed by the First Party/ Vendor on the terms and conditions contained herein. The first Party/ Vendor shall have the express right and liberty to modify and after the construction in such manner as may be required necessary by the First Party/ Vendor and the Purchaser shall not been entitled to raise any objection or to claim any refund or compensation with regard thereto.**

 **b To pay from time to time after the delivery of possession of the proportionate share of all common expenses as will determined to the First Party/ Vendor before formation of association and after formation of the such association all the common expenses payable to the Association of Flat Owners or occupiers. In case of dispute the decision of the First Party/ Vendor should be final.**

1. **To pay all Municipal rates and taxes and all other impositions taxes, that may levied on the said flat and proportionate on the land and building and other facilities and amenities enjoyed and utilized in the said flat and in common areas and facilities from the date of possession.**
2. **Not to do any act whereby and where under other owner and / or occupiers of the said building and/ or the said premises are or is any way affects and / or which affects or prejudices and the right of use and enjoyment of the undivided share in the said land and/ or flat and /or/ the flats and/or common parts of the said building.**
3. **Not to carry on any obnoxious offensive illegal or immoral activity in the said flat in any other portions of the said building or any other portion of the said building at the said premises in any manner whatsoever.**
4. **Not to decorate or paint or otherwise alter the exterior of the said flat in any manner save in accordance with general scheme thereof as is or may be specified by the First Party/ Vendor and thereafter by the Flat owners Association.**
5. **Not to cause any nuisance or annoyance to the other occupants of the other flats or the said building or any other portion of the said building at the said premises in any manner whatsoever.**
6. **Not to do anything whereby the other owners/occupiers of the building or any other building at the said premises obstructed in or prevented from enjoyment their respective occupation quietly and exclusively and user or common areas of the said building jointly.**
7. **Not to take telephone and cable T.V. Connection in the ‘B’ schedule flat by path which will obstruct the architectural design and view of the said building.**
8. **To observe and comply with all rules and regulations framed by the First Party and/ or such which may be entrusted in that behalf by the First Party.**

**9. It is hereby specifically and further agreed and covenanted by and between the parties hereto that :-**

**i) That the aforesaid apartment namely “……………. APARTMENT” after handing over the possessions to the different purchasers the same will be maintained by a society consisting all of the purchasers of the above named apartments. In that event the Second Party/ Purchasers shall not raise any kind of objection for the same.**

**ii) That the First Party/Vendor shall allot the parking space to the intending purchaser/s in the Ground floor in the above mentioned apartment on ‘first come first get allotment’ basis subject to confirmation of payment for booking.**

**iii) That the Second Party will regularly and punctually pay all costs charges and expenses to the First Party/ Vendor until association is form and after formation of the Association all the flat owners or occupiers shall pay all the charges of common expenses to the such association for the betterment mentioned management protection and up keeping of the said building and the interest of the purchaser along with other flats of the said building and taxes out-going and impositions in respect of the said flat and the rights and properties appurtenants thereto as aforesaid and the common amenities and easements enjoyed by the purchaser as and when such amounts become due and payable and is demanded by the First Party/ Vendor or the Association and shall perform all the covenants terms and conditions contained therein.**

**iv) That the Second Party will pay the proportionate cost of the common expenses equally as maintenance cost (excluding electrical charges) per month to the First Party/ Vendor on account or monthly maintenance charges till all flats are fully occupied by respective owners thereof or Association (hereinafter for the same of brevity referred to as the Association with such rules bye-laws and articles as may be approved by the First Party/ Vendor and the flat owners of the said building are formed).**

**v) The maintenance charges and taxes and electric charges shall be fixed by the First Party/ Vendor until association is form and after formation of association, such association shall be fixed all the charges of common expenses, maintenance charges.**

**vi) That the second party shall not claim any other vacant land, land with building and any other portion of the First Party except the own portion more fully mentioned in the ‘B’ schedule below including the common amenities attached thereto.**

**10. That the First Party/Vendor shall make all arrangements for preparing the Deed of conveyance in respect of the sale of the said building flat as much so to get in registered and the cost of the registration including the cost of stamp, registration fees and lawyer’s fees shall be borne by the Second Party/ Purchasers. It is further agreed that the Second Party shall not be entitled to restrict or obstruct the right of the First Party to permit the use of any passages, back-space or other portions in the said building for the purpose and use for which hereby grants consent to the same and agrees not to raise any objection thereto whatsoever or howsoever.**

**11. That the First Party/ Vendor will construct shop/ office space/ building on the upward direction of the said ‘B’ schedule property as per sanctioned plan approved by the Asansol Municipal Corporation authority and the purchaser shall have no claim/ objection for the said type of construction works and the first party/vendor shall complete construction.**

**12. That the purchasers shall have no right to raise any objection in the matter of installation of all fitting, fixtures, plumbing, pipe lines on the outer walls of the ‘B’ schedule property or any portion of said building as and when required.**

**13. That the First Party/ Vendor shall have every right to make any temporary scaffold by taking support of any portion of the ‘B’ schedule property which will be found essential for the purpose of construction and maintenance, repairs for any particular flat of the said building as or any part thereof and in that case first party/vendor has every right to enter any portion of the “B” schedule property any time as it’s wishes, then purchasers shall not create any impediment in making such temporary scaffold or enter the “B” schedule property.**

**14. That the purchasers have inspected all the title deeds, sanction building plan and have made necessary searches and is fully satisfied about the plan and title of the owner and not to be entitled to and / or to raise any objection and /or make any query with regard thereto.**

**15. That the First Party/ Vendor shall neither be responsible or duty bound to make arrangement for the supply of water into the ‘B’ schedule flat from the Municipal Corporation nor takes any charges from the Second Party/Purchaser for the same. The First Party/Vendor shall arrange the underground reservoir and overhead water tank at the top of the roof of the Apartment and installation of water taps and fittings and fixation and internal water pipelines into the flat individually or in common with other occupants/flat owners of the said Apartment to be constructed in or upon the “A” Schedule Property.**

**16. That the First party/Vendor shall assist to restore the bulk water connection into the apartment subject to clear the corporation tax by all the flat owners of the apartment and to obtain necessary receipt thereof to apply before the authority to ensure supply of bulk water into the said apartment. The flat owners of the apartment shall bear all the expenses incurred for restoring the bulk water connection from the Asansol Municipal Corporation.**

**17. It is specifically mentioned herein that the purchaser will be liable to pay works contract tax &GST imposed and /or to be imposed in future in respect of the flat mentioned in the schedule ‘B’ below.**

**18. That the First Party/Vendor shall have full liberty to get revised building plan sanctioned from the authority of Asansol Municipal Corporation for which the Second Party shall not raise any objection for the same.**

**19. That the Second Party or their representatives/ workers shall not get entry or possession in the residential flat mentioned in schedule ‘B’ below until and unless clear full & final payment of the consideration value/ money as well as other expenses if incur towards the extra work for the same flat.**

**SCHEDULE “A” PROPERTY (above referred)**

 **In the District of Paschim Bardhaman, Police Station Hirapur, Chowki & A.D.S.R. Office Asansol, within Mouza ……….., J.L.No. ……… under the limits of Asansol Municipal Corporation, all that ‘Bastu’ class of land situated on R.S. Plot No. ……..corresponding to L.R. Plot No. ………… measuring an area of land …………. acres and all that ‘Baid’ class of land situated on R.S. Plot No. …………… corresponding to L.R. Plot No. ……………., measuring an area of land …………… acres, all that ‘Kanali’ class of land situated on R.S. Plot No. ……………….. corresponding to L.R. Plot No. ……………. measuring an area of land …………….. acres, under R.S. Khatian No. ………………………… corresponding to L.R. khatian No. ……………………. ; total measuring an area of ………………. acres equivalent to …………………… of land along with one tin shed, cemented floor, kutcha wall room standing upon the said land measuring covered area 100(One Hundred )sft. with common right over the common road/passage, drains, etc. with all easement rights consisting part of the schedule mentioned property hereby sold.**

**The property is butted & bounded by :-**

 **On the North : Road**

 **On the South : Road**

 **On the East : Land of …………..**

 **On the West : Property of Others**

### SCHEDULE –“B”

**(referred to be sold property)**

 **In the above District, Mouza, P.S. etc. all that one self contained residential flat being Flat No……….. in the …………….. Floor of the said “……………………. APARTMENT” measuring super built up area of ………………… sft. along with one Car Parking Space in the Ground floor consisting of ……………rooms, ……………. dining cum drawing, one kitchen, ……………toilet, one balcony along with all fittings, fixtures, easement rights etc, consisting of part of the “A” schedule property along with proportionate undivided share or interest in the ‘A’ schedule property.**

**The agreed property is more specifically delineated in the sketch plan here to annexed and thereon shown bordered RED. The annexed sketch plan shall form a part of this Agreement.**

**SCHEDULE ‘C’ ABOVE REFERRED TO :-**

**(Common portion “SWATILEKHA APARTMENT”)**

1. **Stair cases up to the top floor and lift.**
2. **Stair case landings up to top floor.**
3. **Common passage, entrance.**
4. **Water pump, underground water pipes, underground water Reservoir Tank, Septic Tank and other plumbings.**
5. **Electrical wiring, lines, pump & stair case lights, meter and fittings.**
6. **Drainage & sewers.**
7. **One care taker’s room in the Ground floor and one common toilet in the Ground floor for Care Taker & Servants.**
8. **Boundary walls and Main Gate.**
9. **Roof of the top floor of the said five storied building.**

**The proportionate annual rent is payable to the state of West Bengal through S.D.L. & L.R.O Extn Part –I at Asansol.**

**SPECIFICATIONS.**

1. **Building to be constructed by RCC framed structure.**
2. **All external walls will be made by 10” brickwork with 1:6 proportion cement, sand, mortar and all internal walls to be provided 3” & 5” thickness as required proportion of 1: 3 and 1: 4.**

**3. All flooring will be covered by floor tile & kitchen to be covered by small size marble.**

1. **White marble floor in toilet only and wall of toilets to be covered with glazed tiles up to 6’-0” height.**
2. **Granite Slab to be provided in kitchen top slab with one steel sink in kitchen.**
3. **Glazed tiles to be provided in wall of cooking side up to 2’-6”height over cooking platform.**
4. **Door RCC frame to be provided having section 3”x4” for all doors. The panel will be provided by any reputed companies board, windows by aluminum frame and glass panels sliding system only.**
5. **Syntax door will be provided in toilet & kitchen**
6. **One grill gate or collapsible gate to be provided in front of the main gate of the flat.**
7. **2 coat distemper over a coat of cement primer to be provided in all walls and ceiling over plaster of parish in internal portion.**
8. **Verandah will be covered by grill only.**

**12. Concealed wiring will be provided in each flat.**

**13. 2 coats painting over doors, windows, grills, gates, etc., will be provided over a coat of primer.**

**14. Weather coat exterior paint will be provided in external walls of the entire Apartment**

**.**

**15. 2 or 3 nos. basin will be provided in every flat.**

**16. 2 water taps, one shower, one cistern will be provided in each toilet.**

**17. Two commodes or one commode and one pan to be provided in every flat.**

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

**WITNESSES.**

**1.**

 **Signature of the Vendor/ First Party.**

**2.**

 **Signature of the Purchaser/ Second Party.**