

AGREEMENT FOR SALE

1. **DATE** : 2016
2. **PLACE** : KOLKATA
3. **PARTIES** :

A. **BRAINER INFRA LLP**, having its registered office at 102, Shree Gajanan Apartment, Opposite Infant Jesus School, Chincholi Bunder Road, Malad West, Mumbai- 400064, PS- Malad West, **PAN- AAPFB9387A** hereinafter referred to and call as the **“DEVELOPER”** of the project situated at Canning High Road, Uttarbhag, 24 Parganas (South), P.S. Baruipur under Ramnagar – II, Grampanchyat, South 24 Parganas, (‘DEVELOPERS’ which expression shall unless included its heirs, executors, administrators, legal representatives successor-in-interest, successor-in-office and assigns) of the **FIRST PART**);

- B. 1. -----, **PAN**-----, W/O. -----.
----- by faith- Hindu by occupation-----,

2. -----, **PAN**-----, S/O. Mr. -----, -----
 -----, by faith- Hindu, by occupation-----, both are
 residing at -----, PS- -----, PO- -----
 hereinafter referred to and call as the “PURCHASER”/ALLOTEE,
 (PURCHASER shall include his heirs, legal representative,
 executors and administrators) of the **SECOND PART**).

4. **SUBJECT MATTER OF AGREEMENT :**

A. Sale by the Developer to the Purchaser of ALL THAT self-contained residential Flat/Apartment type ----, floor ---- , block number ----, having the super built up area of ----- (-----) sq.ft. approximately lying on the ----- side of the ----- Floor of the ----(----.) storied building and consisting of ---- bed rooms, ----- dining-cum-kitchen, and ----- toilets together with undivided impartibly proportionate share of land underneath the building a well as with all other common facilities and amenities attached to and available the said flat.

5. **BACKGROUND :**

A. That the land measuring about 350.20 decimal situated at Canning High Road, Uttarbhag, 24-Parganas (South) comprising in the Dag No.4670 land measuring about 58 decimal, in Dag No. 4668 land measuring 73 decimal, in Dag No.4669 land measuring 213 decimal, in Dag No.4700 land measuring 3.20 decimal. R.S. Khatian 998,602,773,773 respectively and L. R. Khatian No.4363, J.L. No.113, Touzi No.250 at Mouza Uttarbhag P.S. Baruipur under Ramnagar – II, Gram Panchyet, South 24 Parganas which is more fully described in the Schedule ‘A’ written hereunder.

B. ALL THAT the self contained residential Flat being type ----, floor ---, block number -----, measuring a super built up area of ----- (-----

-----) Sq.ft. be the same a little more or less consisting of ---- bed rooms, ---- dining-cum-kitchen, ----- toilets together with undivided impartible proportionate share or interest in the land.

C. The said land is free from all claims, demands, encumbrances, mortgages, Except other than project finance, charges, liens, attachments, lispendance, uses, debutters, trusts, Income Tax attachment, financial institution charges and liabilities whatsoever made or suffered by the DEVELOPER or any person or persons having or lawfully, right or equitable claiming any estate or interest therein through, under or in trust for the DEVELOPER or the DEVELOPER predecessors-in-title and the title of the DEVELOPER to the said land is free, clear and marketable.

D. The DEVELOPER are absolutely seized and possessed of and/or otherwise well sufficiently entitled to the said Flat free from all encumbrances and liabilities whatsoever.

E. The DEVELOPER intend to sell out the said flat and purchaser approached the Developer to purchase the same and the Developer has agreed to sale the said Flat free from all encumbrances and liabilities whatsoever in nature.

6. NOW THIS AGREEMENT FOR SALE records the contractual relationship between the parties as follows :-

A. Representation by the DEVELOPER : The DEVELOPER have represented to the Purchaser as follows :

- i) That the DEVELOPER are the absolute owner of the said Flat. Except other than project finance the Developer no one have any right, title or interest of any kind whatsoever to the said Flat.
- ii) That the said Flat is free from all encumbrances charges, Except other than project finance, liens, lispendens

(subject to project loan if any) and the Developer have no objection if the purchaser intended to take housing loan for purchasing the flat from any financial institution both Bank and/or any NBFC. Subject to the deposition of the proceeds to the Project Finance Loan account in the name of Brainer Infra Llp.

iii) That the said Flat is not subject to any notice of acquisition or requisition nor the same is subject to attachments under the Public Demands Recovery Act or under any other law for the time being in force including urban land ceiling laws.

iv) That there are no liabilities of the Developers except project finance if any and no litigation, arbitration or administrative proceeding is taking place pending or threatened against the Developers whether in relation to its assets including the said Flat, liabilities, taxation or otherwise which could have material adverse effect on the performance of this Agreement, the interest of the Developer in its assets.

v) There are no encumbrances, mortgages (subject to project loan if any) liens, charges or other security interest subsisting on or in relation to the assets including the said Flat and the Developer has not entered into Agreement or understanding with any third party relating to any of the assets.

vi) The Developer have the full power to execute, deliver and perform its obligations under this Agreement and as per terms and conditions of the letter of allotment dated -----
----- and all necessary actions have been taken to

authorize, the execution, delivery and performance of this agreement and the transactions of this agreement and the transactions contemplated by this agreement.

vii) The Developer has availed project finance by hypothecating all stocks and Receivables of finished and unfinished Flats/Apartments/shops etc including mortgage of land as prime security from SBI SME NEW ALIPORE BRANCH.

viii) Specific NOC for sale of the subject Flat, and Release from Mortgage will be obtained from SBI SME NEW ALIPORE BRANCH, after confirmation and issuance of allotment letter by the developer Company in the name of individual buyer/buyers.

B. **Agreement :** The Developer shall sell and the Purchaser, relying upon the aforesaid representation of the Developer and acting on the faith thereof, shall purchase the said Flat/Apartments free from all encumbrances and liabilities.

C. **Consideration:** The consideration has been settled at Rs. -----

-----/-(**Rupees** -----)

)only inclusive of all amenities as specified and/or mentioned in the letter of allotment dated ----- and its terms and conditions, payable by the Purchaser to the Developer for transfer of the said Flat to the Purchaser.

D. **Earnest Money or Part of Consideration Amount :**

Simultaneously with the execution of this Agreement, the Purchaser has this day made payment to the Developer the consideration amount and/or earnest money as per the Schedule mentioned in the allotment letter dated ----- the receipt whereof the Developer doth hereby acknowledge and also admit by a memorandum of consideration written hereunder.

E. **Searches :** The Purchaser shall cause necessary searches and investigation into the title of the Developer to the said Project.

F. **Payment of balance consideration :** Upon the satisfaction of the Developer as to the marketability of title to the said Flat/Apartment as also the shares the balance consideration shall be paid by the purchaser as per Schedule of the allotment letter and accordingly after making balance payment execution and registration of conveyance to be executed in favor of the Purchaser.

G. **Furnishing and Inspection of Papers and Documents :** The Developer shall furnish necessary papers and documents in their custody to the intending Purchaser/Allottee in respect of the said Flat/Apartment as also the Developers company as may be required by the Purchaser after payment of earnest money/consideration amount as mentioned the Schedule of allotment letters. Such allotment letter is annexed herewith as part of the Agreement for Sale which binding upon the parties.

H. **Period of Completion of Transaction :** Upon the satisfaction of the Developer as to the marketability of title to the said Flat as also the undivided shares on the land and upon the Developer and Purchaser complying with the terms and conditions as mentioned in the allotment letter dated ----- the transaction shall be completed within **42** months from the date hereof or within such time as may be mutually extended by and between the parties.

I. **Payment of the stamp duty and registration charges :** The Purchaser agrees and shall remain liable for payment of the stamp duty and registration charges payable in respect of this agreement and the Deed of Conveyance along with other incidental charges and expenses and all the conveyance will be executed by

the Advocate of the Developer namely Jayati Chowdhury & Associates.

J. **Nomination by Purchaser :** The Purchaser shall be entitled to nominate and/or transfer their allotment right as per the terms and conditions as mentioned in the letter of allotment dated -----
----- in Clause 21.

K. **Arbitration :** In the event of any dispute or difference arises by and between the parties hereto either concerning or touching upon any of the terms and conditions of the agreement or any obligation arising out of or under the same or any other matter arising out of or in any manner related thereto, the same shall be referred to the sole arbitration of a person to be appointed in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or amended hereafter whose decision in the matter would be final and binding. Such arbitration will be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or such statutory modifications thereof as may be enforced at the relevant point of time. All sittings of such arbitration shall be held at Kolkata.

L. The other charges other than the apartment cost is mentioned in Annexure 1 in details.

M. The Allotee(s) are entaitalied use the facilities & amenities which will be available in the project, the details list of which is mentioned in the Annexure 2.

N. The specification of the apartments are mentioned in Annexure 3.

7. **Schedule above referred to :** ALL THAT the self contained residential Flat being type -----, floor 3rd, block number -----, measuring a super built up area of ----- (-----) Sq.ft. be the same a little more or less consisting of ----- bed rooms, ----- dining-cum-kitchen, ----- toilets together with undivided impartibly proportionate share or interest in the land.

8. Kolkata Courts alone shall have jurisdictions in all matters arising out of and/or touching and/or concerning this Agreement for sale.

I/We have fully read and understood the abovementioned terms and conditions and agree to abide by the same.

SCHEDULE 'A' ABOVE REFERRED TO :

ALL THAT piece and parcel of the land measuring about 350.20 decimal situated at Canning High Road, Uttarbhag, 24-Parganas (South) comprising in the Dag No.4670 land measuring about 58 decimal, in Dag No. 4668 land measuring 73 decimal, in Dag No.4669 land measuring 213 decimal, in Dag No.4700 land measuring 3.20 decimal. R.S. Khatian 998,602,773,773 respectively and L. R. Khatian No.4363, J.L. No.113, Touzi No.250 at Mouza Uttarbhag P.S. Baruipur under Ramnagar – II, Gram Panchayet, South 24 Parganas, butted and bounded in the manner following :-

ON THE NORTH : **Part of R.S.Plot Dag nos 4640 and 4667**

ON THE SOUTH : **Part of Baruipur-Canning PWD road and part of**

R.S.Plot Dag nos 4682,4680,4679,4677, 4676, 4921, 4674, 4673, 4671, 4683 and 4670

ON THE EAST : **Part of R.S.Plot Dat nos-4665,4669 and 4670**

ON THE WEST : **Part of R.S. Plot Dag nos-4670 and 4669**

SCHEDULE 'B' ABOVE REFERRED TO :

ALL THAT piece and parcel of residential Flat being type -----, block number -----, on the ----- Floor, measuring a super built up area of -----(-----) Sq.ft. be the same a little more or less consisting of ----- bed rooms, ----- dining-cum-kitchen, ----- toilets together with undivided impartible proportionate share or interest in the land described in the First Schedule together with common parts and portions facilities and easements rights, butted and bounded in the manner following that to say :-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

SCHEDULE 'C' ABOVE REFERRED TO :

(COMMON PARTS AND PORTIONS)

1. Staircase on all floors of the said building.
2. Staircase landings on all floors of the said building.
3. Common passages and lobbies on the Ground Floor excepting for other salable spaces.
4. Water pump and electrical panels, wirings, switches and all electrical installation in common portions.
5. Overhead water tank, water pipes and other common plumbing installation and pump house appended therein.
6. Windows, doors, grills and other fittings of the common areas of the said premises and/or the said building.

7. Meter room area, electrical wiring, motors and fittings excluding those as are installed for any particular flat or unit in the said building.
8. All drains, sewers, drainages, rain water pipes, septic tank, deep tube well with boring therein.
9. Boundary walls and main gate of the building.
10. Such other common parts, areas, equipment's, installations, fixtures, fittings and spaces in or about the said premises and/or building as are necessary for passage to or user and occupancy of the said units or flats in common and as share specified by the Developer expressly to be the common parts but excluding the open/covered car parking spaces and areas on the ground floor of the said building.

SCHEDULE 'D' ABOVE REFERRED TO :
(COMMON EXPENSES)

1. All costs of maintenance, operating lifts (if any), Generator etc. replacing, repairing, white washing, painting, rebuilding, reconstructing, decorating, re-decorating and lighting the common parts and the portions and the common areas and also the outer walls of the said building and parking spaces.
2. The costs of cleaning and lighting the passages, landings, staircase and all other parts of the building including the open compound.
3. The salaries of clerks, chowkidars, durwans, sweepers, electricians, plumbers and all other persons employed for the same purposes.
4. All charges and deposits for supplies of common utilities to the co-owners in common.
5. Municipal taxes and other outgoings save those as are separately assessed on the respective flat or unit.

6. Costs and charges of establishment for maintenance of the said building and for watch and ward staff.
7. All litigation expenses for protecting the title of the said and building.
8. The office expenses incurred for maintaining the office for common purposes.
9. Cost of establishment and operation of the Association upon its formation relating to common purposes.
10. All such other expenses and outgoings as are deemed by the co-owners and/or the Association to be necessary for or incidental thereto.
11. All expenses referred above shall be borne and paid proportionately by the Co-Purchasers on and from the date of taking over the possession of their respective flats or units but the owners and/or developer shall be liable to bear such charges in respect of flats or units not taken by any Purchaser.

Execution : In witness whereof the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by
The DEVELOPER in presence of :

(Signature of the DEVELOPER)

SIGNED SEALED AND DELIVERED by
The PURCHASER in presence of :

(Signature of the PURCHASER)

MEMO OF CONSIDERATION

Strictly based on letter of allotment.

Sl. No	Cheque No.	Bank	Amount (Rs.)
1.			Rs.
2.			Rs.
3.			Rs.
4.			Rs.
			Total Rs.

Total : Rs. /- (Rupees -----
----- only)

(Signature of the DEVELOPER)

Annexure 1**PREFRENTIAL LOCATION CHARGES****East Facing: Rs. 20/ sqft : (will be included in unit price calculation)****Garden Facing : Rs. 30/ sqft : (will be included in unit price calculation)****South Facing: Rs. 40/ sqft : (will be included in unit price calculation)**(i). Two wheeler parking Allotment charges Rs. 25,000 (alotees need to pay with the 9th instalment)(ii). Open Car parking Rs. 1,00,000 (alotees need to pay with the 9th instalment)(iii). Transformer & electricity meter charges will be at actual : (alotees need to pay with the 9th instalment.(iv). Sinking Fund charge Rs. 10/ sqft : (alotees need to pay with the 9th instalment)(v). Advance maintenance deposit Rs. 75/ sqft / month for 12 months. (alotees need to pay with the 9th instalment(vi). Legal charge Rs. 15,000 (Rs. 7,500 payable at the time of allotment/agreement & rest & 7,500 payable with the 9th instalment.(vii). Generator /Power Back up charge : will be as actual (alotees need to pay with the 9th instalment)(viii). Club membership Charge Rs. 25,000 (will be included in unit price calculation)

Annexure 2

1. Club
2. Gymnasium
3. Community Hall
4. Children's Playing area
5. Jogger's Track
6. Indoor Games Room
7. Elder's sitting Area
8. Fire Fighting System
9. 24x7 Security
10. CCTV surveillance
11. RO Filtration Plant
12. Water Supply
13. Sewage Treatment Plant
14. Beautifully Landscaped Garden
15. Passenger Lift (4 persons)
16. Car Parking for 2 & 4 wheeler
17. General stores.
18. 60% open area.

Annexure-3**Specification:**

Foundation	:	RCC with Shallow Foundation
Superstructure	:	Reinforced Cement Concrete Framed Structure
Walls	:	First Class Red Bricks
Finishes	:	
Rooms	:	Vitrified tiles 2x2
Kitchen	:	Floor - Vitrified Tiles Counter - Black Stone Sink – SS Sink Dado – Glazed tiles 3 feet above counter
Toilet	:	Floor –Ceramic Tiles Dado – Glazed tiles 5 feet from ground. WC – European type ceramic with PVC Cistern Wash Basin – Ceramic Fittings – Chrome Plated Essco or similar make All sanitary items will be of Neycer/ Hindusthan/ Parryware make with PVC cistern Provision of Hot and Cold water in toilets
Common Area	:	Lobby – Vitrified Tiles Staircase – Black stone
Doors	:	Frame – Wooden Frame Main Door 35mm thick Flush door Other Doors 32mm thick Flush Door, 30mm thick Panel PVC Door for toilet
Windows	:	Wooden Window Frame MS Ornamental Grills for Windows and Railings with wooden hand rails Al anodized Window 2-3-4 track with 4mm Glass panel (See through)
Internal Finishes	:	Smooth POP
External Finish	:	Weather Coat Paint,
Electrical	:	Concealed Wiring with standard ISI approved modular switches with Lighting DB and copper conductors In all rooms: One fan point, two no light point (one bracket and other As fluorescent tube), two no 5A electrical point at bedside table and switch board. One no foot lamp point and one cable TV point with 5A plug point. 15A Point for Refrigerator in Living/Dining Room AC Power Socket at Master Bed Room 15A Socket at Toilet for Geiger. Balcony: One light point with bracket type light holder, one no 5A electrical point in switch board
Plumbing	:	Concealed Plumbing at Toilet and Kitchen PVC Piping for soil pipes and GI Pipes for others of ISI mark
Lift Machine	:	Standard quality lift