

## **Agreement for Sale**

This Agreement for sale is made on this        day of 2023 Between SK MD. FAROOQUE, Son of Late Sk Md. Jalil, by Nationality – Indian, by faith – Muslim, by Occupation – Business, under the name and style of M/s Farooque & Sons as sole proprietor thereof and formally residing presently at 66A, Maulana Shawkat Ali Street, P.S. Jorasanko, Kolkata – 700073, hereinafter called and referred to as “THE FIRST PARTY/LANDLORD.

AND

(1) \_\_\_\_\_, son of \_\_\_\_\_, by  
 Nationality – Indian, by faith- \_\_\_\_\_, by  
 Occupation – \_\_\_\_\_, residing at

(2) \_\_\_\_\_, Son of \_\_\_\_\_,  
 by Nationality – India, by Faith – \_\_\_\_\_, by  
 occupation – \_\_\_\_\_, residing at  
 \_\_\_\_\_, Ward – \_\_\_\_\_, Kolkata –  
 \_\_\_\_\_, referred to as the “SECOND  
 PARTY/PURCHASER”.

We confirmation having accept Booking of area of  
 about \_\_\_\_\_ sq.ft.be the same a little more or  
 less on \_\_\_\_\_ Floor of new building to be  
 constructed/ being constructed by us at Municipal  
 Premises No- 34/1, Rattu Sarkar Lane, Kolkata-  
 P.S- Jorasanko under Kolkata Municipal  
 Corporation Ward No- 44 on the terms and  
 conditions mutually agreed and stated herein  
 below:

Barring unforeseen circumstances beyond our  
 control or any prohibitory order by the Courts of  
 Law or Authorities, it is reasonably except that

construction of building will be completed within 36 (Thirty Six) months of buildings plan. However

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we shall not be responsible for delay in completion of building for any natural calamity. The building being a commercial and as well as residential. The building and the said Unit deduction of 25% super built up area will be constructed and completed in the following manner.

### **1 Foundation**

DMC PILE (600 mm DIA) including Cement & Steel

Basement Work Upto Deck Slab Level Earth Cutting. Soling. P.C.C, Pile Breaking, Pile Cap Casting, Raft slab casting, Raft slab casting, Tie-Beam, Deck Slab Casting, water treatment in entire Basement & Basement inside plaster work complete. As per drawing & Instruction of Engineer in Charge.

### **2 Structure (Ground Floor to 10th Floor)**

Colum, Beam, staircase slab, step, lintel, chajja, roof slab, lift wall with shuttering and steel

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reinforcement work & casting complete. According to you drawing and proportion 4:2:1 using 20mm down well graded stone chips.

### **3 Wall**

Only outside wall 10 inches thick and inside wall 5 & 3 inches as per drawing with no. 1 Brick using (1:5) cement sand ratio.

### **4 Glazed Tiles**

White or any colour glazed tiles with good quality ISI will be fitted in all toilet wall upto 1650 mm (5'6') height from finished floor Zig zag tiles.

### **5 Wood Work/Steel Work**

Toilet doors are made of PVC sections.

MS Grill Windows.

All windows with aluminium sliding of two track and one way white glass. Wooden frame is made of thickness 4" x 2.5".

All the doors are complete through Flush door.

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### **6 Plastering Works**

12mm thick plaster in 15 inside and outside wall and fimm thick plaster in ceiling by medium courses sand.

### **7 Finishing**

Inside portion finish with Putty and only staircase and common areas also finished with Primer and colours. Outside wall finished with weather coat paint.

### **8 Flooring**

Flooring should be done by the Vitrified Tiles and the Flooring of air, stair lobby and lift lobby shall be completed by the fixing of marble slab.

### **9 Electrical Installations**

All the electric fittings of reputed make of Havvels or Finolex.

Installations of MCB and concealed wiring from

main switch to entry of every unit.

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### **10 Water Tank and Reservoir**

Underground water reservoir will be made by R.C. C by the Second Party and overhead water tank will be installed as PVC Water tank of reputed company.

### **11 Lift**

Lift well and Lift Machine Room made by R.C.C structure according to the Specification of the Plan.

### **12 Exterior Finish**

Quality cement paint ( Weather coat paint)

### **13 Water supply**

Municipal water ( K.M.C)

Lift, Motor, pipes ducts and all common apparatus and installations in the said building for common use.

Underground water Reservoir and the overhead Water Tank Installation of services such as water,

sewerage, etc.

Also election meter room, common toilet etc.

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### **Note :**

Extra works: If the same one wants some extra works such as extra plug points which should be informed before the starting of the wiring of the building which will charge extra cost paid by him/her.

14(A) Every purchaser of the Godown/Flat should know that he/she the Caretaker of his/her own Godown/Flat only and can use the common passage, stairs, but will not block the common area.

(B) Every purchaser should keep in their mind clearly that if the owner of your building wants to construct any type of construction other than your Godown/Flat without any inconvenience to the Flat/ Godown Owner, at that time any Flat/ Godown Owner cannot be object or the construction.

15.The Purchaser shall be entitled to the said

premises only and shall not be entitled to claim any right over portions of the building use of common areas such as stair, lift common duct etc.

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of the building with owner of other premises in the building.

16. Electric supply to the said premises shall be through a separate meter Installed in purchaser name. The cost of deposit and installation of electric meter shall be borne and paid by purchaser.

17. The purchaser will use the premises only for lawful business activities and shall not carry or any unlawful or illegal business or activities. The Purchaser shall also not use the said Godown as a place of public worship or for running a club or meeting places or for any trade or business.

18. As from the date of his rating possession of the said Godown you will be liable to pay monthly maintenance and service charges to us at the rate of Rs..... per month.



19.As from the date getting possession of the said Godown the purchaser will also be liable to pay property tax and commercial surcharge of

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Kolkata Municipal Corporation and Godown the said Godown is separately assessed in purchaser name, the purchaser will pay us proportionate share of the said taxes etc.

20. The cost of stamp duty, registration fees and expenses incidental to registration will be borne and paid by the purchaser in addition hereto you will also be liable to paid us a sum as legal expenses for preparation of sale documents.

21(a) The purchases shall have no objection nor cause to make or bring legal obstruction, injunction in making further construction or additional floor on roof of the said building or any alteration or renovation threat the said premises by the vendors or their authorised representatives falling which the Purchaser shall be liable for damages to the said representative.

21(b) The Purchaser shall not claim any right and interest in any other portion the building

excepting right of the said flat hereby transferred.

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(c)The Purchasers shall not claim or parking of vehicle in the ground floor common open space at the said premises in any way.

(d)The Purchaser will not to claim for any other portions of said premises nor roof right at any portion of the building not parking right of vehicle.

**THE PAYMENT SCHEDULE**

- 1)40% upon the execution of this Agreement.
- 2)15% on starting of foundation.
- 3)10% on completion of ground floor roof.
- 4)10% on completion of the First floor roof.
- 5)5% on completion of Second floor roof.
- 6)5% on completion of third floor roof.
- 7)5% on completion of Fourth floor roof.
- 8)5% on completion of Fifth floor roof.
- 9)5% on possession.

Please confirm you booking and acceptance of the aforesaid terms and conditions by signing on copy hereof.

We confirm,

Yours faithfully,  
**FOR M/S. FAROOQUE & SONS**

Sole Proprietor

**SIGNATURE OF UNIT**

**PURCHASER WITNESS:**

1.

**M/S FAROOQUE & SONS  
66A, Colootola Street, Kolkata – 700 073**

**Money Receipt**

Received with thanks a sum of  
(.....) only as a part payment from  
..... as an advance against a Godown/Flat unit  
measuring about ..... sq. ft. at Total Cost of Rs.  
...../- along with super buildup 25% on the  
Ground Floor at 34/1 Rattu Sarkar Lane, P.S.  
Jorasanko, Kolkata – 700073 Ward No. 44 and the  
balance amount of will be pay part by part as  
agreed mutually.

**Signature of the Owner  
SK. MD. FAROOQUE**