



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

66AA 679658

THIS AGREEMENT FOR SALE is made this day of TWO THOUSAND THIRTEEN B E T W E E N (1) SRI ANIMESH ROY CHOWDHURY son of Late Salil Kumar Roy Chowdhury, by faith Hindu, by Occupation- Business, residing at Sarat Bose Road, P.S. Dum Dum , Kolkata - 700 065, (2) SMT. ANUSHREE SEN wife of Late Susanta Sen, by faith Hindu, by Occupation - Service, residing at 9/24, Netaji Nagar, Kolkata - 700 09, and (3) SMT. MITALI MITRA wife of Rupnarayan Mitra, by faith Hindu, by Occupation - Housewife, residing at 369, Subhas Nagar Road, P.S. Dum Dum, Kolkata - 700 065, hereinafter referred to as the " VENDORS " (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors administrators, legal representatives and assigns) of the **FIRST PART.**

M/S. CONCRETO CONSTRUCTION a partnership firm having its registered office at 85 Subhas Nagar Road, P.S. Dum Dum, Kolkata – 700 065, being represented by its partners namely (1) **SRI BHASKAR MUKHERJEE** son of Late Sankar Prasad Mukherjee, by faith Hindu, by Occupation – Business, residing at 48, Sarat Bose Road, P.S. Dum Dum, Kolkata – 700 065, (2) **SRI BINOY SIKDER** son of Late Bimal Chandra Sikder, by faith Hindu, by Occupation – Business, residing at 109/4, P.K. Guha Road, P.S. Dum Dum, Kolkata – 700 065, and (3) **SRI AYUSH ROY CHOUDHURY** son of Mukut Roy Choudhury, by faith Hindu, by Occupation Business, residing at 12, N.N. Mukherjee Road, Kolkata – 700 065, hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors –in-office and assigns) of the **SECOND PART** .

E *Bhaskar Mukherjee*
A N D
SRI SOMNATH PATRA son of Sri Biswanath Patra, by faith Hindu, by Nationality Indian, by occupation- , residing at Gorui Paschim Para, 3rd Bye Lane, P.O. Rabindra Nagar, P.S. Dum Dum, Kolkata -700 065, hereinafter called and referred to as the “**PURCHASER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS One Salil Kumar Roy Chowdhury by a registered Deed of Conveyance registered at the office of A.D.S.R. Cossipore Dum Dum, recorded in Book No. 1, Being No. 1638 for the year 1987 purchased land area 2 Cottahs 2 Chittacks 39 Sq. ft. more or less with structure at Mouza Digla, P.S. Dum Dum, Dag No. 589, Khatian No.677, Holding No. 129, Sarat Bose Road, Kolkata – 700 065, from one Smt. Saraju Bala Sinha and others .

AND WHEREAS said Salil Kumar Roy Chowdhury died intestate leaving behind his son Sri Animesh Roy Chowdhury and two daughters Smt. Anushree Sen and Smt. Mitali Mitra to inherit the property left by him .

AND WHEREAS said Sri Animesh Roy Chowdhury , Smt. Anushree Sen and Smt. Mitali Mitra they jointly mutated their names in the records of South Dum Dum Municipality and paying taxes regularly .

AND WHEREAS the Owners herein are seized and possessed of and sufficiently entitled to ALL THAT piece and parcel of land measuring 2 Cottahs 2 Chittacks 39 Sq. ft. more or less at Mouza Digla, P.S. Dum Dum, Dag No. 589, Khatian No.677, at Holding No. old- 129, Premises No. 72A Sarat Bose Road, Kolkata – 700 065, more fully and particularly described in the schedule hereunder written hereinafter called the said property .

AND WHEREAS Owners are desirous to develop the said property and to construct a multi storied building on the said property but could not do it themselves and the Developer knowing the intention of the Owners and approached the said Owners to authorize him to develop the said property and to construct a multi storied building on the said property to which the Owners agree.

AND WHEREAS the Developer entered into an Agreement with the Owners to construct the building consisting of several Flats and shop spaces in accordance with the plan to be sanctioned by the South Dum Dum Municipality on the terms and conditions and consideration mentioned therein .

AND WHEREAS the Developer is also authorized to enter into Agreement for sale with the intending Purchaser and receive advance and balance consideration money from them.

AND WHEREAS the Developer is constructing the building on the said property consisting of several flats / shops spaces according to the sanctioned plan sanctioned by the South Dum Dum Municipality at Premises No. 72A, Sarat Bose Road, Kolkata – 700 065.

AND WHEREAS the Owners/Vendors and the Developer agree to sell and the **Purchaser** agree to purchase a Flat on the **Ground Floor, South East Side,** measuring super built up area **400 Sq. ft.** more or less, at Mouza Digla, Police Station Dum Dum, District North 24 Parganas, at Dag No.589, Khatian No. 677 at Premises 72A, Sarat Bose Road, Kolkata – 700 065, together with common parts and portions more fully and particularly described in the Second schedule hereinafter referred to as the flat subject to a good and marketable title being made in respect of the said flat and being found free from all encumbrances at for the total consideration of **Rs.6,50,000/- (Rupees Six Lakh Fifty Thousand) only @ Rs. /- Per Sq. ft.**

NOW THIS AGREEMENT WITNESSETH and it is mutually agreed as follows

1. The Owners/vendors and the Developer agree to sell and the **Purchaser** agree to purchase a Flat on the **Ground Floor, South East Side,** measuring super built up area **400 Sq. ft.** more or less, at Mouza Digla, Police Station Dum Dum, District North 24 Parganas, at Dag No.589 Khatian No. 677, at Premises No. 72A, Sarat Bose Road, Kolkata – 700 065, together with common parts and portions more fully and particularly described in the Second schedule hereinafter referred to as the flat subject to a good and marketable title being made in respect of the said flat and being found free from all encumbrances at for the total consideration of **Rs.6,50,000/- (Rupees Six Lakh Fifty Thousand) only.**
2. The Purchaser with the execution of this Agreement has paid a sum of **Rs.3,00,000/- (Rupees Three Lakh) only** the receipt of which the Vendors and the Developer admits and acknowledge. The **Purchaser** shall pay the balance consideration money at the time of possession or registration which is earlier.
3. Time is the essence of this agreement / Contract .
4. The Vendors and the Developer shall complete the construction of the said flat shall make it tenantable and habitable in all respect within months .

5. The Owners and the Developer shall provide a clear and marketable title in respect of the said flat .
6. The Owners and the Developer shall execute the registered Deed of conveyance in favour of the Purchaser whenever called upon to do so by the Purchaser .
7. The Purchaser shall not do or cause to be done anything whereby the construction of the said building or any part thereof is in any way hindered or impeded with and if for any neglect or default on the part of the Purchaser or because of any act or commission on the part of the Purchaser . The Vendors and/or owners are restrained from construction of the said building then in that event without prejudice to such other rights which the Vendors and the developer shall be entitled to liquidate damages being the predetermined damages or loss may be suffered or incurred by the Vendors, the developer and/or the owners .
8. The Purchaser shall not cause any objection or interruption to the construction and/or completion of the construction of the said building or and any parts of the said premises and shall not claim any parts of the said premises and shall not claim any right whatsoever or howsoever on the neighbouring or adjacent unites/ constructed portions and hereby further agrees and that the said unit shall be completed by at through the vendors and by nobody else
9. After possession of the said unit is taken over by the Purchaser the Purchaser shall not be entitled to raise any dispute against or claim any amount from the vendors or the owners on account of any constructional defect in the said unit or in the building .
10. All deeds, Documents and conveyances shall be prepared by the advocate of the vendors to the Purchaser shall have to pay charges

11. All deeds and documents will be prepared only by the Advocate appointed by the vendors. And all necessary fees for the said Advocate shall be borne by the **Purchaser**.

12. MANAGEMENT MAINTENANCE AND COMMON ENJOYMENT

From the Date of possession of the Purchaser covenants.

- a) To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.
- b) Co-operate with the vendors in the management and maintenance of the premises and formation of the association.
- c) To allow the vendors the developer and with or without workmen to enter into the said unit at all reasonable times for construction and completion of the building and the common purpose and to view and examine the costs and conditions thereof.
- d) To let out or part with the possession of the said unit only after or information in writing to the vendors of the full particulars of the occupants and rents and all other charges and benefits receivable by the **Purchaser** in respect thereof to be extent necessary for assessment of the liability for rates and other impositions it is being clarified that incase of sale only prior information will be necessary of its intention to transfer and the **Purchaser** will not be required to dispose the consideration or terms of sale or other particular in advance.
- e) To use the said flat only for the purpose it is constructed unless otherwise permitted by the vendor or any by the association after it is formed.
- f) Not put a name plate or letter box or neosign board in the common areas on the outside of the building save at the place be approved or provided by the vendors the developer provided however nothing contained herein shall prevent the **Purchaser** to put name plate outside the main gate of the said flat.

- g) Not to decorate the exterior of the building outside than in the manner agreed by the vendors in writing or in the manner as near as may be in which it was previously decorated .
- h) Not to deposit or throw or permit to be deposited any rubbish or refuse waste in the staircase landing lobby or any other common areas of the building .
- i) Not to allow or permit to be allowed to store any goods articles or things in the staircase landings lobby or other areas of the building .
- j) Not to commit or permit to be committed any alteration or changes in pipes conducts and other fixtures and fittings services of the building and the said unit .
- k) Roof/ terrace of the building will be common to co-owners who will have right to common use not the Purchaser have no right to make any additional permanent construction on the roof .
- l) To use and enjoy the common areas and installations only to the extent required repaired for ingress to and egress from the said unit with mean materials and utilities.
- m) Upon being required by the vendors to so to apply for and/or early a possible separate electric netter or electricity connection for and in respect of the said flat and until the same to be obtained the vendors shall provide or cause to be provided reasonable quanta of electricity from its own arrangement and install at the said flat end the Purchaser shall pay all charges for electricity and other utilities consumed in relating to the said unit .
- n) To pay and bear the common expenses and other outgoings in respect of the premises proportionately and the said unit wholly .
- o) To pay municipal and all other rates taxes and impositions in respect of the said building and the premises proportionately and the said unit wholly it is being clarified so long the said unit is separately assessed by the municipal authorities the Purchaser has deposit the amount reasonably required by the vendors the developer the Purchaser liability for such rates taxes and impositions (after taking possession).

- p) To pay for electricity and other utilities consumed in or relating to the said unit .
- q) Not to keep any inflammable goods in the said unit except and cooking gas.
13. Upon formation of the association with the consent of the owners or the vendors shall all the right and obligations of the vendors hereunder shall stand transferred or association and only the association shall be entitled thereto and obliged therefore . All reference to the owners herein with the regard to the common purpose shall henceforth be deemed to be reference to the association, Further more the vendors shall also transfer, remaining of the deposits made by the Purchaser and the amounts the transferred shall thenceforth be held or by the association on the account of the Purchaser for the purpose thereof .
- 14.
- a) The proportionate share of the Purchaser in various matter referred herein shall be such as be determined by the owners and Purchaser shall be bound to accept the same notwithstanding there bin minor variations therein .
- b) The building shall bear such name as the decided by the Landlords.
- c) In case open completion of constructing the said unit the as per areas where of varies then the amounts payable hereunder by the Purchaser to the owners to wards consideration and construction costs respectively and also otherwise shall also very proportionately.
- d) The undivided share in the premises and the common areas and installations shall be worked out on the basis of the proportion of the super built up area the said unit to the entire building . Incase ultimately the owners construct or cause to be constructed more area or less than that planned by the vendors at present then in such event the undivided share of the Purchaser in t he land comprised in the premises and also in the common areas and installations may be increased or reduced slightly the Purchaser right shall not be affected by the such variation in the share of the land and the common areas and installations .

- e) It has been agreed upon by and between the parties that $\frac{2}{3}$ rd share of the roof shall always be the property of the Landlords/ Vendors shall be under their sole use and possession control and exclusively enjoyment on them. The Purchaser shall have no objection for the same and the rest $\frac{1}{3}$ rd share of the roof shall exclusively of the flat owner of the premises. There is existing towers on the vendors allocation Purchaser shall not objection for the same
- f) The cost of maintenance of the roof will be borne by all the occupiers. The Purchaser may use the roof of the building purely on temporary basis i.e. for holding any social or marriage function with the consent of the association /Society and Purchaser shall clean the roof after the functions is over at his own cost.

The Vendors the developer shall have the right to install dish antenna tower Hoarding etc. in the roof on rental basis. The Purchaser shall have no objection for the same . All such tenants will have interrupted access to the roof during 24 hours. The Generator should be installed at the other place and not on roof or third floor .

- a) In case the **Purchaser** commits defaults in observing his covenants herein with /time then in such event the vendors shall have the option to charges interest at the rate of 2 % per month provided the flat in complete in all respects .
- b) Without prejudice to the aforesaid the vendors and upon its formation the association shall be entitled to with held all utilities and facilities to the Purchaser and/or the said unit including electricity water supply and/or other services during the period the Purchaser remains in default.
- c) In case the owner and/or the vendors condone the default of the Purchaser then in such event the Purchaser shall have to interest at the rate of 2 % percent per month for the period of default for the unpaid amount .
- d) The pay for electricity and other utilities constructed in or retailing to the said unit a sum of Rs. 7000/- (Rupees Seven thousand) only to be paid by the Purchaser to install electric meter .

COMMON AREAS COMMON TO THE CO-OWNERS

1. Open and/or paths and passages .
2. Space / room for water pump with motor and underground water reservoir and overhead water tank .
3. Room/ Rooms for durwans and Association as planned by the owners with electrical wiring switches and plugs .
4. staircase lobby and landing .
5. Boundary walls .
6. Roof/ Terrace of the building .

COMMON INSTALLATION COMMON TO THE CO-OWNERS

1. Drains sewers and pipes from the building to the municipal duct
2. Cemented grills staircase and lobby .
3. Water pump with motor and water distribution pipe (save those inside any unit) .
4. Electrical installations .
5. Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas .
6. Water sewerage evacuation pipes from the unit to drains and sewers common to the building .
7. Main Gate to the premises and the building .

MATERIALS SPECIFICATONS :

1.	AREA/ROOM	FLOOR FINISH	WALL & CEILING FINISH
A	GROUND FLOOR		
1.	PARKING AREA	Concrete paved surface	White washing over Cement plaster
2.	SERVICE AREA	I.P.S. Flooring	-Do-
B.	TYPLICAL FLOOR		
1.	STAIR CASE	White cement mosaic or Marble stone	Emulsion paint over Plaster of Paris Finish
2.	FLOOR INTERIORS		
2.a	LIVING/DINING	Floor Tiles (Ceramic) or Marble	Plaster of Paris finish over cement Plaster
2b)	BED ROOMS	Do-	Do-

11.

- 2c). KITCHEN
 Floor tiles & dado black -Do-
 Stone on kitchen counter
 and glazed tile (light coloured)
 on all wall 3'-0" above counter.
- 2d) TOILETS
 Floor tiles light coloured tiles - Do-
 Dado upto 7" height
3. ROOF
 Roof tiles over water proofing treatment
 FINISH Proofing treatment .
4. EXTERNAL FINISH "Snowcem" or equivalent paint over treated plaster surface with aesthetic lock
5. DOORS
- 5a) Main entry door of the Flats
 Sal wood frame and polished on both surface with standard fittings lock etc. with collapsible gate out side .
- 5 b) All other Doors
 Seasond Sal wood / Original of Sal
 Frame and solid core ply wood flush door, shutters painted with synthetic Enamel paint with standard fittings lock etc.
- 6 WINDOWS :
 All windows frames and shutter shall be of aluminum Frame, shutters glass panels and grill painted with synthetic enamel paint .
7. WASH BASIN :
 Colour basin (Nicer)
8. KITCHEN :
 Steel sink drain with drain board and additional tap for cleaning of utensils .
 : . All electrical wiring are concealed type with ISI Havells Brand copper wire, separate metering system for individual flats with Miniature circuit Breakers for each flat.

DATE OF COMPLETION :

The said unit shall be completed within **months** for the date of this agreement the time may be extended for force major acts of god other reasons beyond the control of the vendors .

COMMON EXPENSES :

1. **MAINTENANCE** : All expenses for maintaining white washing painting repairing renovating and replacing the common areas and installations including the other walls of the building .
2. **OPERATION** : All expenses for running and operating al machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same .
3. **STAFF** : The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.
4. **ASSOCIATION** : Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses and also similar expenses of the vendors or any agency looking after the common purpose until handing over the same to the Association.
5. **RESERVES** : All creating of fund for replacement renovation and/or other periodic expenses .
6. **OTHERS** : All other expenses and outgoings including litigation expenses as are incurred by the vendors and or the Association for the common purpose .

THE FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT piece and parcel of land measuring 2 Cottahs 2 chittacks 39 Sq. ft. more or less with structure thereon situated and lying at Mouza Digla, P.S. Dum Dum, at Dag No. 589 Khatian No. 677, J.L. No. 18, R.S. No. 161, Touzi No. 173, under Additional District Sub-Registry office Cossipore Dum Dum, within the local jurisdiction of South Dum Dum Municipality, at Holding old 129 , Premises 72A, Sarat Bose Road, Kolkata -700065 , District 24 Parganas (North), together with all easement right all rights appertaining thereto butted and bounded in the manner following : -

13.

- ON THE NORTH : House of Sri T. Roy
- ON THE SOUTH : Dag no. 589
- ON THE EAST : House of Sakti Bhattacharjee
- ON THE WEST : 5' ft wide Common passage thereafter house of Saraj Bhattacharjee.
- :

THE SECOND SCHEDULE ABOVE REFERRED TO :-

ALL THAT Flat on the **Ground Floor, South East Side**, measuring super built up area **400 Sq. ft.** more or less, consisting one Bed Room, one kitchen, One Drawing cum Dining, one Toilet of the said building at Mouza Digla, Police Station Dum Dum , District North 24 Parganas, at Dag No. 589 Khatian No. 677, J.L. No. 18, R.S. No. 161, Touzi No. 173, under Additional District Sub-Registry office Cossipore Dum Dum, within the local jurisdiction of South Dum Dum Municipality, at Holding old 129 Premises 72A, Sarat Bose Road, Kolkata -700065 , together with proportionate share and interest in the land described in the first schedule together with common parts and portions together with all easement rights .

IN WITNESS WHEREOF the parties to these presents thereto set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESSES :

1.

SIGNATURE OF THE VENDORS
CONCRETO CONSTRUCTION

2.

Bhaskar Mukherjee
Binay Sikder
Aiush Roy Choudhury

Partner

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

(15)

RECEIVED of and from the within named Purchaser within mentioned sum of Rs.3,00,000/- (Rupees Three Lakh) only as per memo given below :

MEMO OF CONSIDERTION

Total Rs.3,00,000/-

(Rupees Three Lakh) only

WITNESSES

1.

SIGNATURE OF THE VENDORS
CONCRETO CONSTRUCTION .

Bhaskar Mukherjee
Binay Sikder
Hiush Roy Choudhury

Partners

2

SIGNATURE OF THE DEVELOPER

DEED PREPARED BY ME

P. K. Bandyopadhyay
Adv.