

**AGREEMENT FOR SALE**

**THIS AGREEMENT** is made on this the \_\_\_\_\_ **day of February,**  
**2020 (Two Thousand Twenty)** of the Christian Era

**BY AND BETWEEN**

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**MR. ISHAN KUMAR DEY, (PAN - ADEPD7177N)**, son of Kishori Mohan Dey, by Faith - Hindu, by Nationality - Indian, by Occupation - Retired, residing at 28, Narendra Nath Bandhyadhya Road, P.O.: Panihati, P.S.: Khardah, Ward No. 4, Dist.: 24 Parganas (North), West Bengal, India, is hereby being represented by his nominated, constituted and lawful attorney **(1) SRI SWAPAN PAUL, (PAN - AFUPP4033R)**, son of Pashupati Nath Paul, by Faith - Hindu, by Occupation - Business, residing at 24/B, Gopal Chandra Chatterjee Road, P.O.: Cossipore, P.S.: Cossipore, Kolkata - 700 002 **AND (2) SRI JUGAL KISHORE SHARMA, (PAN - BMPTS2529C)**, by Faith - Hindu, by Occupation - Business, son of Late Ramesh Chandra Sharma, residing at 1/1, Rustamjee Pharsee Road, P.O. & P.S.: Cossipore, Kolkata - 700 002, hereinafter called and referred as the **VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators and representatives) of the **FIRST PART**.

The aforesaid **(1) SRI SWAPAN PAUL AND (2) SRI JUGAL KISHORE SHARMA** have been appointed by the Land Owner **MR. ISHAN KUMAR DEY** by virtue of a registered Development Power of Attorney, dated the **18th June, 2018** registered in the office of the A.D.S.R, Sodepur, District - North 24 Parganas and was recorded in **Book No. I, Volume No. 1524-2018, Pages 112705 to 112728, Being No. 152403557** and for the year **2018**.

**AND**

**LOKENATH CONSTRUCTION (PAN - AAGFL5313H)**, a Partnership firm within the meaning of Indian Act, 1932, having its Principal place of Business at 2/3A, Gopal Chandra Chattejee Road, P.O. & P.S. Cossipore, Kolkata - 700002, being represented by its Partner **(1) SRI SWAPAN PAUL, (PAN - AFUPP4033R)**, son of Pashupati Nath Paul, by Faith - Hindu, by Occupation - Business, residing at 24/B,

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Gopal Chandra Chatterjee Road, P.O.: Cossipore, P.S.: Cossipore, Kolkata - 700 002 **AND (2) SRI JUGAL KISHORE SHARMA, (PAN - BMPTS2529C)**, by Faith - Hindu, by Occupation - Business, son of Late Ramesh Chandra Sharma, residing at 1/1, Rustamjee Pharsee Road, P.O. & P.S.: Cossipore, Kolkata - 700 002, hereinafter called and 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 executors, administrators, successors-in-interest, representatives and assigns) of the **SECOND PART**.

**AND**

\_\_\_\_\_ (**PAN - \_\_\_\_\_**) son/daughter/wife of \_\_\_\_\_, by faith - \_\_\_\_\_, by Nationality - Indian, by Occupation - \_\_\_\_\_ presently residing at Roy Bahadur Gopal Road, Panihati, Kolkata - 700 114, District North 24 Parganas, hereinafter called and referred as the **PURCHASER** (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS** by a registered Bengali Deed of Gift dated 29/09/1965 corresponding to Bengali 12th Aswin 1372 B.S. Bhupendra Nath Saha gift **ALL THAT** the piece and parcel of Bhita land measuring an area of **06 Cottahs 07 Chittaks 39 Sq. Ft.** be the same a little more or less **TOGETHER WITH** structure measuring an area of 450 Sq. Ft. appertaining to J.L. No - 10, R.S. No.- 32, Touzi No.- 155, R.S./L.R. Khatian No.- 244, R.S./LR. Dag.- 1270, Plot No. -04, in Mouza - Panihati, Ward No. 03, Holding No. 198, Under Panihati Municipality, Police Station - Khardah, District- 24 Paraganas (North) being the Municipal **Premises No. 28, N.N. Banerjee Road, Kolkata, Ward No.4 Holding - 57** within the jurisdiction of Additional District Sub Registrar Barrackpore **AND TOGETHER WITH** all other rights, liberties,

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easement appertaining thereto unto and in favour of Ishan Kumar Dey which is more particularly described in the SCHEDULE written hereunder and hereafter referred to as the "Said Premises" which Deed of Gift was registered with the Office of Sub Registrar Barrackpore and recorded in Book No.-I, Volume No - 71, Pages - 289 to 293 Deed No.- 5255 for the year 1965 of the said Registration Office ;

**AND WHEREAS** by virtue of Deed of Gift as aforesaid the OWNER herein has become the absolute OWNER in respect of the "Said Premises" and/or seized or possessed and/or otherwise well entitled to the said Premises and mutated his name with the record of Panihati Municipality;

**AND WHEREAS** the OWNER herein has declared, confirmed, and assured that the 'Said Premises' is free from all encumbrances, charges, liens, lis-pendens, acquisition, requisition and trust of whatsoever nature as aforesaid **OR THAT** there is no impediment legal or otherwise to sell, transfer, assign, assure and develop the said property of **ALL THAT** the piece and parcel of Bhita land measuring an area of **06 Cottahs 07 Chittaks 39 Sq. Ft.** be the same a little more or less at Municipal **Premises No. 28, N.N. Banerjee Road, Kolkata, Ward No.4, Holding - 57** within the jurisdiction of Additional District Sub Registrar Barrackpore to any intending Purchaser/ Purchaser **OR THAT** there is no defect in title either latent or patent thereof **OR THAT** none else than the OWNER herein has any kind of demand, claim or interest of any nature whatsoever in respect of the said premises or any part thereof ;

**AND WHEREAS** the aforesaid Owner is desirous to develop the said property by way of constructing multistoried building thereon but due to the financial constraints the Owner is not in a position to embark on the venture by themselves and as such they were in search of person/persons/ having sufficient financial viability and technical know

how who would be able to construct multi-storied building as per the desire of the Owner and knowing such intention of the Owner, **LOKENATH CONSTRUCTION**, a Partnership firm being represented by its Partner **(1) SRI SWAPAN PAUL AND (2) SRI JUGAL KISHORE SHARMA**, the Developer herein contacted with the said Owners and have agreed to construct multistoried building on the said property as per the desire of the Owner and both the Owner & Developer entered into a **DEVELOPMENT AGREEMENT** on the **18th June, 2018** which was registered in the Office of the A.D.S.R. Sodepur, District - North 24 Parganas and was recorded in **Book No. I, Volume No. 1524-2018, Pages 112567 to 112595, Being No. 152403549** and for the year **2018**.

**AND WHEREAS** the Owner has also empowered the aforesaid Developer for constructing the multi-storied building upon his land and other allied job by virtue of a Development Power of Attorney on the **18th June, 2018**, which was registered in the Office of the A.D.S.R. Sodepur, District - North 24 Parganas and was recorded in **Book No. I, Volume No. 1524-2018, Pages 112705 to 112728, Being No. 152403557** and for the year **2018**.

**AND WHEREAS** by virtue of the aforesaid registered Development Agreement and Development Power of Attorney, the Developer herein prepared one Building Plan with the help of one reputed Architect and submitted the same before the Panihati Municipality for necessary approval and after obtaining the Building Sanction Plan vide sanctioned **Plan No. \_\_\_\_\_** from Panihati Municipality and the Developer herein already started construction consisting of several nos. Flats & Units, on the captioned property which is now nearly completed will be in habitable nature together with the facilities of water and electricity connection, within a very short period with a view to disposing the part and portion of within

the Developers' allocation to the intending buyers.

**AND WHEREAS** relying on such representation of the Developer, the purchaser of this AGREEMENT, expressed his willingness to purchase **ALL THAT one Self contained Flat**, measuring \_\_\_\_\_ **Sq.ft.** more or less including super built up area along with proportionate area of stair on the \_\_\_\_\_ **Floor**, in the \_\_\_\_\_ **side** consisting of **2 (two) Bed Rooms, 1 (one) Kitchen, 1 (one) Dining 2 (two) Toilets & 1 (one) Balcony** along with all benefits and advantages and inheritance thereof in common area in possession of the Vendors/ Developer which is free from all encumbrances, liens, lispendence and charges for whatsoever (hereinafter called the said Flat) at **Premises No. 28, N.N. Banerjee Road, Kolkata, Ward No.4 Holding - 57 District 24-Parganas (North)** and which is morefully and particularly described in the **Schedule "B"** together with all easement and appurtenances attached thereto along with undivided impartible proportionate share and interest in the land underneath of the property of the "**Schedule- A**" written hereunder.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :**

- 1) **THAT DEVELOPER** has agreed to sell and the Purchaser have agreed to purchase **ALL THAT one Self contained Flat**, measuring \_\_\_\_\_ **Sq.ft.** more or less including super built up area along with proportionate area of stair on the \_\_\_\_\_ **Floor**, in the \_\_\_\_\_ **side** consisting of **2 (two) Bed Rooms, 1 (one) Kitchen, 1 (one) Dining 2 (two) Toilets & 1 (one) Balcony** along with all benefits and advantages and inheritance thereof in common area in possession of the Vendors/Developer which is free from all encumbrances, liens, lispendence and charges for whatsoever (hereinafter called the said Flat) at **Premises No. 28, N.N. Banerjee Road, Kolkata, Ward No.4 Holding - 57 District 24-Parganas (North)** and which morefully and particularly described in the **Schedule "B"**

together with all easement and appurtenances attached thereto along with undivided impartible proportionate share and interest in the land underneath of the property of the "**Schedule- A**" written hereunder.

- 2) The price of the said **Self Contained Flat** is hereby fixed **at the rate of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only** and accordingly the total consideration stands at **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only** and out of which a sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only** is being paid at the time of execution of this agreement and the Remaining *consideration money* shall be paid by the Purchaser to the Developers as per **SCHEDULE "D"** mentioned hereinbelow.
- 3) The Developer shall make out a clear marketable title in respect of the said property.
- 4) Under no circumstances the possession of the said flat shall be made over by the Developer to the Purchaser unless and until the payment required to be made in this Agreement by the Purchaser have been made to the Owner/Developer.
- 5) That so long the said **flat** in the said building is not separately assessed by the Municipal authority, the Municipal rates, taxes, the Purchaser shall make proportionate contribution on the basis of actual bill towards the Municipal rates and taxes on the basis of the amount to be determined by the Owner/ Developer since getting possession of the said flat.
- 6) The Developer shall execute the Registered Deed of Conveyance in favour of the Purchaser whenever called upon to do so by the Purchaser after final payment.

- 7) Stamp duty, Registration Charges including incidental concerning this Agreement and all other documents including the Deed of Conveyance required to be made under the provision of this Agreement and the cost of the fee shall be paid and discharged by the Purchaser exclusively.
- 8) The Developer hereby giving assurance to complete the said flat within \_\_\_\_\_ **months** from date of execution of this agreement.
- 9) Until full payment under this agreement is made and any modification is made the Purchaser shall not be entitled to sell assign or transfer benefit of this agreement without obtaining the prior written consent by the Developer.
- 10) The Purchaser shall maintain his flat along with the electrical wiring and conduction media, in habitable condition without making structural addition or alteration.
- 11) The Purchaser shall have the right to fix T.V. Antenna/Dish Antenna on the roof. The Purchaser may use the roof for temporary purpose like marriage ceremony etc. in the permission of the association but remove the pandal as soon as the functions is over. The Purchaser shall have no right to make any permanent construction which such right shall be on the owner/Developer only if the Developer construct further floor or floors, the purchaser's right shall be on the ultimate roof that will come into existence.
- 12) The Purchaser shall not keep or store any article or things which is or might become dangerous, offensive combustible or inflammable or explosive.



- 13) The Purchaser shall keep the stair case, stair landings, lobbies and all common entrances free of all obstruction and shall not keep or permit to be keep any articles or things in the stair case landing lobbies and any entrance.
- 14) If the Purchaser fails to pay the balance consideration money according to the payment schedule hereunder written the Developer shall be entitled to cancel the said agreement and agreed to refund the earnest money after a deduction of 20% of the same. It is to be noted that the purchaser hereby agreed to pay the penalty charges @ 12% per annum on the balance consideration for delayed payment violating the schedule written herein after.
- 15) All amounts including consideration money are payable by the Purchaser in acquiring the right, title, interest in the said flat the Owner/Developer shall have the first lien the charges on the flat so long any such payment remain unpaid.
- 16) The Purchaser shall not claim the possession of the said until all the payment under this agreement is fully paid.
- 17) The Purchaser shall bear all maintenance cost, service charges etc. from the date of possession.
- 18) The Purchaser shall be the member of the Association to be formed by the Owners of the flats for the maintenance of the common parts and portions of the said building and shall abide by all the rules and regulations of the said Association.
- 19) The Purchaser shall not throw any rubbish or any article or combustible goods in the common parts and portions or in the said flat.

- 20) The Purchaser shall not carry on any obnoxious injurious, offensive and illegal or immoral activities in the said flat and shall not cause any nuisance or annoyance to the Owner/ Developer or occupiers in the said building.
- 21) The Purchaser shall use the said flat for the residential purpose for which the same has been permitted by the Developer.
- 22) The Purchaser shall not do anything whereby the construction work by the Developer is happened or impended with.
- 23) That the Developer shall be liable to give proper and authentic building stability from the registered architect who mainly engaged in the construction of this building to this Purchase at the time of giving possession of this flat.
- 24) That the Developer shall be liable and bound to complete the flat and building as per specification given by the Owner/ Developer in this agreement. If the area of the said flat will be increased and/or decreased at the time of final measurement, in that event the price of the said flat will be increased and/or decreased accordingly.
- 25) That the Developer are personally liable to all disputes claims and demands in default of making over proper flat and its other related work under the law in course of subsisting agreement between the parties herein.
- 26) All the deeds documents agreements and coverages shall be prepared by the Advocate of the Developer and all costs and expenses for registration and drafting shall be borne by the Purchaser.

- 27) Any extra or additional work other than the Specification to be done at the instance of the Purchaser the extra cost for that purpose shall be borne by the Purchaser before work.
- 28) That the Developer shall give the possession of flat to the Purchaser after full Payment with Registration charge.

All disputes and differences arisen by and between the parties shall be resolved by the Sole Arbitrator appointed by the Developer and the place of Arbitration shall be at Kolkata.

**SCHEDULE "A" ABOVE REFERRED TO**

(Description of the entire land upon which building has been constructed)

**ALL THAT** the piece and parcel of Bhita land measuring an area of **06 Cottahs 07 Chittaks 39 Sq. Ft.** be the same a little more or less **TOGETHER WITH** structure measuring an area of 450 Sq. Ft. appertaining to J.L. No - 10, R.S. No.- 32, Touzi No.- 155, R.S./L.R. Khatian No.- 244, R.S./LR. Dag.- 1270, Plot No. -04, in Mouza - Panihati, Ward No. 03, Holding No. 198, Under Panihati Municipality, Police Station - Khardah, District- 24 Paraganas (North) being the Municipal **Premises No. 28, N.N. Banerjee Road, Kolkata, Ward No.4 Holding - 57** within the jurisdiction of Additional District Sub Registrar Barrackpore, District North 24 Parganas. and which is butted and bounded as follows:-

**ON THE NORTH** : By Common Passage  
**ON THE EAST** : By House of Mrs. Sandhya Ghosh  
**ON THE SOUTH** : By House of Chanchal Dey  
**ON THE WEST** : By Municipal Road

**SCHEDULE "B" ABOVE REFERRED TO**

(Description of the sold property)

**ALL THAT one Self contained Flat**, measuring \_\_\_\_\_ **Sq.ft.** more or less including super built up area along with proportionate area of stair on the \_\_\_\_\_ **Floor**, in the \_\_\_\_\_ **side** consisting of **2 (two) Bed Rooms, 1 (one) Kitchen, 1 (one) Dining 2 (two) Toilets & 1 (one) Balcony** along with all benefits and advantages and inheritance thereof in common area in possession of the Vendors/Developer which is free from all encumbrances, liens, lispence and charges for whatsoever (hereinafter called the said Flat) together with all easement and appurtenances attached thereto along with undivided impartible proportionate share and interest in the land underneath of the property of the "**Schedule- A**" written hereinabove.

**THE SCHEDULE - "C" ABOVE REFERRED TO**

**[ Specification of the Building ]**

General Specification for the multi-storied building at **28 , N.N. Banerjee Road, Kolkata, Ward No.4 Holding - 57, District 24-Parganas (North)** are as follows:-

1. **FOUNDATION :-** R.C.C. isolated column foundation.
2. **STRUCTURE :-** R.C.C. Frame structure with columns beams and roofs.
3. **BRICK WORK :-** Brick wall in cement sand Mortar 1:5
4. **WALL PLASTERING :-** All walls to be cement Plaster (1:6) and ceiling Plastered (1:4) with Plaster of Paris to the inside walls ceiling of the flat.

5. **WALL FINISHING :-** Brick work of 5" and/or 3", inside wall with Plaster of Paris outside with cement paint or with Snow-cement with wash.
6. **FLOORING :-** Vitrified Tiles will be fitted in all floors except stair case.
7. **DOORS :-** Main door frame of sal wood and palla will be of standard wood and the rest doors frame of sal wood and all doors palla are of flash door of plywood, P.V.C.. Door in Bathroom.
8. **WINDOW :-** Aluminium frame sliding door with Glass.
9. **KITCHEN :-** Antiskeed floor tiles will be fitted for flooring, cooking table will be of black stone, wall upto 3'-0" height from the cooking table will be covered with glazed Tiles.
10. **ELECTRICAL :-** Concealed wiring net work using standard copper conductor, T.V. and Cable Outlet, All switches along with Main Switch with approved make. Additionally 2 (two) nos. A.C. Points ( 6 mm<sup>2</sup> main line) will be provided at extra charges.

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12. **BATH ROOM :-** Marble flooring and Ceramic glazed tiles upto 5' height in wall and geyser lining also in all flats in our speciality and good quality tap fitting white Indian or Western Commode and white basin inside & outside each.
13. **ELECTRIC METER :-** Purchaser shall have to install separate electric meter for his own cost for **Rs. 12,000/- (Rupees Twelve Thousand)** only.
14. **RESERVOIR :-** Common reservoir on the under ground and on the terrace also, one pump room with pump fitting.
15. **DRINKING WATER :-** One tap of drinking water connection in the common space of the building.
16. **LIFT :-** 24 hours self operated lift facility available in the building.

**SCHEDULE "D" ABOVE REFERRED TO**  
**(Payment Schedule)**

- 1) At the time of Agreement **Rs. \_\_\_\_\_ /-**
- 2) The Purchaser will pay a sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only** within \_\_\_\_\_ of every english calender month and in this way within \_\_\_\_\_ **months** from the date of agreement, the purchaser will pay a sum of **Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_) only.**

In the aforesaid manner the Purchaser will pay within 17 months	<b>Rs.</b>	/-
3) At the time of giving possession and/or registration	<b>Rs.</b>	/-
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	<b>Rs.</b>	/-
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**THE SCHEDULE - "E" ABOVE REFERRED TO**  
**[Common Areas and Facilities]**

- 1) Foundation Beam, Vertical wall and lateral supports, main walls, common walls, boundary walls, main entrance gate of the said building.
- 2) Main gate of the said premises.
- 3) Installation of common services i.e. electricity water pipe sewerage, rain water pipes.
- 4) Tap Water with pump with motor and pump house.
- 5) Underground reservoir and overhead tank from where the water will be distributed to the respective Shop through pipe lines.
- 6) Septic Tank on the Ground floor for the use of the all flats owners of the building.
- 7) Water & drainage system
- 8) Lift

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**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seal in the day month and year first above written.

**SIGNED SEALED AND DELIVERED**  
in presence of :-

(1)

As a Constitute Lawful Attorney of  
**ISHAN KUMAR DEY**

(2)

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**SIGNATURE OF THE VENDOR**

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**SIGNATURE OF DEVELOPER**

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**SIGNATURE OF PURCHASER**



**MEMO OF CONSIDERATION**

Received from the PURCHASER the sum of **Rs.** \_\_\_\_\_ /- (**Rupees**  
\_\_\_\_\_ ) **only** as the full and final consideration  
of the said flat as per memo below:-

Paid in cash **Rs.** \_\_\_\_\_ /-

Paid by Cheque vide  
No. \_\_\_\_\_  
dated \_\_\_\_\_  
drawn on \_\_\_\_\_  
\_\_\_\_\_ Branch

**Rs.** \_\_\_\_\_ /-

**TOTAL** **Rs.** \_\_\_\_\_ /-

**Witness :**

(1)

(2)

\_\_\_\_\_  
**SIGNATURE OF THE DEVELOPER**