

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this _____ day of _____ in the year Two Thousand _____ (20____) A.D.

- B E T W E E N -

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M/s. MILLENNIUM INDIA CONSTRUCTION
Partner

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Partner

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M/S. MILLENNIUM INDIA CONSTRUCTION, (PAN No. AAJFM5429L), a partnership firm, having its Registered Office at 23/15, Naktala Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047, being represented by its Partners namely (1) **SRI DEBASISH SARKAR**, (PAN No. ANMPS2130G), son of Sri Kamal Sarkar, residing at 287, Ganguly Bagan, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047 and (2) **SRI SAMIR KUMAR HALDER**, (PAN No. AAVPH2414E), son of Late Sudhir Kumar Halder, residing at 4/45, Vidyasagar, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047, both by Faith - Hindu, by Occupation - Business, hereinafter jointly called and/or referred to as the "**DEVELOPERS**" (which term or expression shall unless excluded by or repugnant to the subject be deemed to mean and include their respective heirs, executors, administrators, successors-in-office, legal representatives and assigns) of the **FIRST PART**.

A N D

SRI/SMT./MISS..... (PAN No.), son/wife/daughter of, by Faith - Hindu, by Occupation -, residing at, P. O., P. S., Kolkata - 700....., hereinafter called and/or referred to as the "**PURCHASER'S**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, successors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

A N D

(1) SRI ANAMITRA CHAKRABORTY, (PAN No. BYUPC7988N) and **(2) SRI AMITRAJIT CHAKRABORTY**, (PAN No. AWPC9293R), both by Faith - Hindu, both by Occupation - Retired, both are residing at 237, N. S. C. Bose Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047, hereinafter jointly called and/or referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**, being represented by their Constituted Attorneys either individually and/or jointly or severally (1) **SRI DEBASISH SARKAR**, son of Sri Kamal Sarkar, residing at 287, Ganguly Bagan, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047 and (2) **SRI SAMIR KUMAR HALDER**, son of Late Sudhir Kumar Halder, residing at 4/45, Vidyasagar, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047, both by Faith - Hindu, by Occupation - Business, fully empowered entitled and authorized by virtue of a Registered General Power of Attorney executed dated 31.08.2006 by the above said Land Owners, registered before the Additional District Sub-Registrar at Alipore and entered in Book No. IV, Volume No. 22, Pages from 104 to 113, Being No. 00689 for the year 2006.

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WHEREAS one Banku Behari Chowdhury (since deceased), was the original Owner in respect of the Premises No. 237, N. S. C. Bose Road, P. S. Previously Tollygunge (now Netaji Nagar), by virtue of a Deed of Conveyance dated 05.03.1918 from one Shri Seikh Yasin Ali Mondal at and a valuable consideration and the said Deed was registered before the District Sub-Registrar at Alipore, Vide Book No. I, Volume No. II, Being No. 5788 for the year 1918.

AND WHEREAS said Banku Behari Chowdhury (since deceased), seized and possessed of all that piece and parcel of land and property fully described in the Schedule 'A' and hereinafter called and/or referred to as the Said Property, free from all encumbrances whatsoever and mutated his name in all records and documents and how executed a registered Deed of Conveyance dated 03.04.1940 therein named as Vendor in favour of Labanya Lekha Chakraborty (since deceased), therein named as the purchaser valuable consideration therein mentioned free from all encumbrances whatsoever and said deed was duly registered before the District Sub-Registrar at Alipore since recorded in Book No. I, Volume No. 21, Pages from 293 to 298, being Deed No. 1048 for the year 1940.

AND WHEREAS said Labanya Lekha Chakraborty (since deceased), thereafter mutated her name before the Kolkata Municipal Corporation in respect of her landed property.

AND WHEREAS upon the Purchase of the aforesaid Labanya Lekha Chakraborty (since deceased), became seized and possessed of the said property being sufficiently entitled to the same being Premises No. 237, N. S. C. Bose Road, Kolkata - 700 047 and continued leaving thereat with her son Judhajit Chakraborty (since deceased).

AND WHEREAS the said Labanya Lekha Chakraborty (since deceased), the great Grandmother of the **VENDOR** herein, in order to augment the necessity of a proper accommodation as well to provide sustenance for her said son Judhajit Chakraborty (since deceased) and grandson Sri Anamitra Chakraborty, son of the said Judhajit Chakraborty (since deceased) executed one Deed of Settlement on 29.04.1959, in respect of 12 Cottahs, 02 Chittaks comprised in Mouza - Naktala, J. L. No. 32, P. S. Tollygunge, District : South 24-Parganas and land measuring about 01 Bigha more or less, in Mouza - Naktala, Touzi No. 56, C. S. Dag No. 82 and 214, under Khatian No. 278, in total 01 Bigha, 12 Cottahs, 08 Chittaks & 27 Sq. ft. more or less as the settler herself and the said Judhajit Chakraborty (since deceased) and Sri Anamitra Chakraborty, her sons and Grandsons as the beneficiaries, thereby creating a trust on her said property was to vest upon the said two beneficiaries viz. Judhajit Chakraborty (since deceased) and Sri Anamitra Chakraborty absolutely upon the death of the said settler Labanya Lekha Chakraborty, the said deed of settlement being registered in the Office of the Sub-Registrar at Alipore and Recorded in Book No. 1, Volume No. 80, Pages from 151 to 155, being Deed No. 4405 for the year 1959.

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AND WHEREAS said Labanya Lekha Chakraborty died on and thereafter her Grandson (1) Sri Anamitra Chakraborty, son of Late Judhajit Chakraborty and (2) Sri Amitrajit Chakraborty, son of Late Judhajit Chakraborty, Owners are in peaceful and Khas possession on the said property as the absolute Owners with all Acts of ownership and possession on payment of taxes for the same as per resolution of the First Part.

AND WHEREAS the above said land Owners of are thus seized and possessed and otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land here detements measuring about 01 Bigha, 12 Cottahs, 08 Chittaks & 27 Sq. ft. to be the same a little more or less, together with a structure standing thereon, lying and situated at Mouza - Naktala, J. L. No. 32, Touzi No. 56, Khatian Nos. 199 & 278, Dag No. 86, 82 & 214, being the Premises No. 237, N. S. C. Bose Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047, in the District of South 24-Parganas, as per Schedule described hereunder written, free from all encumbrances liens mortgages attachments and as per the records of rights and as per records of the Kolkata Municipal Corporation authority.

AND WHEREAS thereafter the land Owners therein have decided to erect/constructed a new multi-storied building on or over the said Property/Premises, the land Owners therein approached the said proposal to the Developers therein and on coming to know the same, the said Developers therein agreed to construct the building and for this purpose, the land Owners and the Developers therein entered into an Agreement on 28.08.2006 for construction of a multi-storied building over the said Premises on the certain terms and conditions therein mentioned as per Sanction building Plan by the K. M. C. And the land Owners therein executed a Registered General Power of Attorney in favour of the said Developers herein for the said construction work and to take all advance or booking money and balance Consideration money from the intending purchaser's for the Developer's Allocation Funds, Car Parking spaces and Other spaces of the said proposed new building, save and except the Owner's Allocation. And after obtaining necessary sanctioned building plan bearing Sanctioned Plan by the Kolkata Municipal Corporation authority.

AND WHEREAS being interested of a residential flat the party of the Purchaser's has agreed to purchase the same a One-self contained residential Flat measuring a super built-up area Sq. ft. more or less, on the Floor, Facing, Block '.....' and One Open Car Parking space under the roof, together with the undivided proportionate share or interest of the land and building on a total consideration of Rs.-/- (Rupees Only) to be paid by the purchaser as per the Third Schedule 'C' written hereunder.

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AND FURTHER :

- a) **THE LAND AND PREMISES** : Shall mean the land measuring about 01 Bigha, 12 Cottahs, 08 Chittaks & 27 Sq. ft. more or less, lying and situated at Mouza - Naktala, J. L. No. 32, Touzi No. 56, Khatian Nos. 199 & 278, Dag No. 86, 82 & 214, being the K. M. C. Premises No. 237, N. S. C. Bose Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047, under Ward No. 100, Borough No. X, Kolkata - 700 047, in the District of South 24-Parganas, wherever the context so permits or intends shall also include the building thereof.
- b) **THE BUILDING** : shall mean the multi-storied building now under construction on the said piece of land, consisting of several flats/units, parking spaces and other spaces, provided with all common facilities and other civic amenities.
- c) **THE DEVELOPERS**: Shall mean **M/s. MILLENNIUM INDIA CONSTRUCTION**, a Partnership firm, having its Registered Office at 23/15, Naktala Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047, being represented by its Partners (1) **SRI DEBASISH SARKAR**, son of Sri Kamal Sarkar, residing at 287, Ganguly Bagan, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047 and (2) **SRI SAMIR KUMAR HALDER**, son of Late Sudhir Kumar Halder, residing at 4/45, Vidyasagar, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047, both by Faith - Hindu, by Occupation - Business.
- d) **THE PURCHASER'S** : Shall mean **SRI/SMT./MISS**....., son/wife/daughter of, by Faith - Hindu, by Occupation -, residing at, P. O., P. S., Kolkata - 700.....
- e) **THE FLAT** : Shall mean the different portions/units of the building which are capable of being exclusively used and occupied by any person independently for residential purpose, provided with all common facilities and other civic amenities.
- f) **COMMON AREAS** : Shall mean all areas which are common i.e. Passage, stairs, stairways landings roof boundary walls and its adjacent areas, overhead tank underground reservoirs, septic tank, Lift, Generator, meter room, pump and motor room, security room, all entrance and exists of the building and other spaces in or around the building to be used enjoyed and occupied in common by all flat Owner's.

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- g) **CO-OWNERS** : Shall mean the parties hereto of the Purchaser's has been transferred by way of conveyance of otherwise any undivided interest in the land and will also include, if the context so admits, the Owner's in respect of the portions thereof interest wherein have not been transferred by the Owner's to any person for the time being.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

- 1) In Consideration of the aforesaid circumstances, the Developers agreed to sale and the purchaser's has agreed to purchase **ALL THAT** the One-self contained residential Flat measuring a super built-up area Sq. ft. more or less, on the Floor, Facing, Block '.....' and One Open Car Parking space under the roof, together with the undivided proportionate share or interest on the land and building along with rights of user of the common areas and facilities in common with other Co-Owners of the said building to be constructed at the K.M.C. Premises No. 237, N. S. C. Bose Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047, in the District of South 24-Parganas at a total valuable consideration of Rs.-/- (Rupees Only) to be paid as per the Third Schedule 'C' written hereunder.
- 2) That the Purchaser's will pay an amount of Rs. (Rupees Only) at the time of signing the agreement and the balance amount to be paid as per the mode of payment. The Developers will handover a vacant complete flat and unencumbered flat to the purchaser's within days/months from signing of this Agreement. If in case of any dispute arises regarding the transfer of the property or flat in question the Developers shall refund the entire amount so advanced or deposited, to the intending purchaser or purchasers within stipulation to be decided by the parties.
- 3) That the Purchaser's will hold, possess and enjoy the common facilities roof, stairways, stairways landings, boundary walls, common passage, lobbies, corridors, underground tank overhead tank, Septic tank, Lift, Generator, security room, pump room, meter room and motor, main entrance and exists of the building along with all other flat Owner's of the building.
- 4) That before possession of flat the Purchaser will bear registration expenses for his/her/their flat including stamp duty, advocate's fees and other incidental charges for execution of the final Deed of Conveyance drawn by the Developer's advocate.

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- 5) That the Purchaser's shall be liable to pay directly to all authorized concerns viz. the taxes and other outgoing after getting possession and mutate their/her/his name/s in the records of the K. M. C. The Developers will be also liable to pay all arrear taxes or other outgoings for the said flat up to the date of hand over the said Flat.
- 6) That the Purchaser's can apply for separate electricity meter with the arrangement of the Developers. Security deposit amount to be deposited by the Purchaser's as per the bill of CESC LTD. for installation of separate meter.
- 7) If any extra work is done out of the work schedule attached herein, cost for such additional work to be paid in full before taking possession of flat from the Developers.
- 8) That the Purchaser's undivided interest in the said common space as described herein will remain joint for all times with the other Co-Owners of the building, they may hereafter or heretofore have acquired right, title and interest in the said common space is imperforable.
- 9) That the Purchaser's will be responsible for maintenance of the building jointly with other Co-Owners. The Purchaser's will have the absolute right such as the developers desires from his/her/their title, save and except demolishing or committing waste in the building, so as to affect the Developers or other Co-Owners, they have already acquired or purchased or may acquire or purchase the similar property right as conveyed by this conveyance.
- 10) If any society or committee or association in formed by the flat Owner's of the building, the Purchaser's will take the membership of the same and will be directed by the rules and regulations of the same for a peaceful and better living in the building, along with other Co-Owners and/or flat Owner's of the building.
- 11) That the Purchaser's shall pay the full consideration money on or before the registration of the above stated Flat, One Open Car Parking space and maintenance and also any other charges as defined in Schedule 'B' of this agreement along with all taxes as per the Government Rules, to be payable separately by the purchaser's herein.

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THE FIRST SCHEDULE 'A' REFERRED TO ABOVE
(Description of the Land and Property)

ALL THAT piece and parcel of homestead land measuring about 01 Bigha, 12 Cottahs, 08 Chittaks & 27 Sq. ft. more or less, lying and situated at Mouza - Naktala, J. L. No. 32, Touzi No. 56, Khatian Nos. 199 & 278, Dag No. 86, 82 & 214, being the K. M. C. Premises No. 237, N. S. C. Bose Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047, in the District of South 24-Parganas, Sub-Registry Office at Alipore, is butted and bounded in Four sides as under :

- On the North : By Netaji Subhas Chandra Bose Road,
- On the East : By Tolly Canal, Metro Rly,
- On the South : By Tolly Canal, Metro Rly,
- On the West : By Todi Residential Complex, house of D. Ghosh and UCO Bank.

THE SECOND SCHEDULE 'B' REFERRED TO ABOVE
(Description of the Flat and One Open Car Parking Space)

ALL THAT piece and parcel of the One-self contained residential Flat measuring about super built-up area Sq. ft. more or less, on the Floor, Facing, Block '.....' and One Open Car Parking space under the roof, together with undivided proportionate share or interest on the land and building of land at the Kolkata Municipal Corporation Premises No. 237, N. S. C. Bose Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata - 700 047, in the District of South 24-Parganas, provided with all common facilities and other civic amenities.

THE THIRD SCHEDULE 'C' REFERRED TO ABOVE
(Mode of Payment)

- 1) At the time of Booking and/or Signing this Agreement Rs.
- 2) At the time of structural/brick work. Rs.
- 3) At the time of finishing work of flat (i.e. Marble/Floor Tiles, Paris work etc.) Rs.
- 4) At the time of possession of Flat or Registration, whichever earlier. Rs.

TOTAL PRICE : Rs.
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(Rupees Only)

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IN WITNESS WHEREOF all the parties herein have set and subscribed their respective hands and seals on the day, month and year first written above.

SIGNED, SEALED AND DELIVERED AT KOLKATA in presence of the

WITNESSES :

- 1. _____
Signature of the First Part / DEVELOPERS
- 2. _____
Signature of the Second Part / PURCHASER'S

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