

AGREEMENT FOR SALE

THIS AGREEMENT made this the day of , 2021

B E T W E E N

SRI ASHOK KUMAR KHAITAN, son of Late Beharilal Khaitan, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 54, Benimadhab Ghosh Lane, Post Office - Bhadrakali, Police Station - Uttarpara, District - Hooghly, PIN - 712232, having Permanent Account Number (PAN) - ANJPK8895R, hereinafter called the "**OWNER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and/or assigns) of the **FIRST PART**.

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A N D

M/S. KHAITAN DEVELOPERS, a Sole Proprietorship Firm, having it's office at 36, BR. B. G. T. Road, Post Office - Bhadrakali, Police Station - Uttarpara, District - Hooghly, PIN - 712232, represented by it's Sole Proprietor namely **Sri Ashok Kumar Khaitan**, son of Late Beharilal Khaitan, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 54, Benimadhab Ghosh Lane, Post Office - Bhadrakali, Police Station - Uttarpara, District - Hooghly, PIN - 712232, having Permanent Account Number (PAN) - ANJPK8895R, hereinafter called as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, successors-in-office, executors, administrators and/or assigns) of the **SECOND PART**.

A N D

1) _____, son of _____, by faith - _____, Citizen - Indian, by occupation - _____, having Permanent Account Number (PAN) - _____ & _____ and
2) _____, wife of _____, by faith - _____, Citizen - Indian, by occupation - _____, having Permanent Account Number (PAN) - _____ & _____, both are residing at _____

_____, hereinafter be called and referred to as the "**PURCHASERS**" (which terms or expression shall unless excluded by or repugnant to the context be deem to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS ALL THAT piece and portion of Bastu Land measuring land area more or less 7 (seven) Cottahs 4 (four) Chittacks, together with structure standing thereon, lying in Mouza - Bhadrakali, J. L. No. 9, comprised in R. S. Dag No. 2979 under R. S. Khatian No. 1819, corresponding to L. R. Dag No. 5485 under L.R. Khatian No. 9973, being Municipal Holding No. 1, Bishalakshmi Ghat Lane, within the

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ambit of the Uttarpara-Kotrung Municipality, P.O. – Bhadrakali, P.S. - Uttarpara, A.D.S.R. Office – Uttarpara (previously A.D.S.R. Office - Serampore), District - Hooghly, which is specifically mentioned in the Schedule "A" written hereinbelow and hereinafter referred to as the 'said property' was the sole and absolute property of Sri Sailendra Nath Ghosh.

AND WHEREAS said Sri Sailendra Nath Ghosh obtained the said property by virtue of a Registered Deed of Partition executed on 15.05.1961 and duly registered at the office of the Sub-Registrar Serampore, District - Hooghly and recorded therein in Book No. I, Volume No. 50, Pages from 242 to 264, Being No. 3919 for the year 1961.

AND WHEREAS after obtaining the said property said Sri Sailendra Nath Ghosh mutated his name in the records of the local Municipality and also in the Settlement Office by paying relevant taxes and rents therein in respect of the said property and he seized, possessed and occupied the same as the sole, absolute and sixteen annas owner thereon by exercising each of his right, title and interest without any interruption from any corner whatsoever.

AND WHEREAS a dispute arose amongst the family members of aforesaid Sri Sailendra Nath Ghosh consisting of his wife Smt. Durga Rani Ghosh, 4 (four) sons namely Sri Dwarka Nath Ghosh, Sri Ganesh Chandra Ghosh, Sri Kali Charan Ghosh, Sri Radha Kanta Ghosh and 3 (three) daughters namely Smt. Arati Halder, wife of Sri Shankar Halder, Smt. Bharati Pan, wife of Sri Rathindra Nath Pan and Smt. Minati Roy, wife of Sri Subhas Roy, in respect of the verbal family settlement of the property owned by said Sri Sailendra Nath Ghosh.

AND WHEREAS for proper adjudication of the dispute arose amongst the aforesaid family members of said Sri Sailendra Nath Ghosh and for proper demarcation of the property of said Sri Sailendra Nath Ghosh as per the said the verbal family settlement aforesaid Sri Kali Charan Ghosh filed a suit being T. S. No. 244 for the year 1981 before the Ld. First Court of Munsif at Serampore, District – Hooghly.

AND WHEREAS said Suit was finally decreed by the said Ld. Court as per the Solenama of the parties of such suit on 24.06.1982 and in accordance with the order of the said Ld. Court, the wife of said Sri Sailendra Nath Ghosh and also the mother of said Sri Dwarka Nath Ghosh, Sri Ganesh Chandra Ghosh, Sri Kali Charan Ghosh, Sri Radha Kanta Ghosh, Smt. Arati Halder, Smt. Bharati Pan and Smt. Minati Roy namely Smt. Durga Rani Ghosh, was obtained land area measuring 118 Sahasrangsha equivalent to 7 (seven) Cottahs 4 (four) Chittacks alongwith structure standing thereon.

AND WHEREAS after obtaining the aforesaid property said Smt. Durga Rani Ghosh seized, possessed and occupied the same as the sole, absolute and sixteen annas owner thereon by exercising each of her right title interest without any interruption from any corner whatsoever.

AND WHEREAS thereafter said Durga Rani Ghosh died intestate on 01.03.1999 leaving behind her 4 (four) sons namely Sri Dwarka Nath Ghosh, Sri Ganesh Chandra Ghosh, Sri Kali Charan Ghosh, Sri Radha Kanta Ghosh and 3 (three) daughters namely Smt. Arati Halder, wife of Sri Shankar Halder, Smt. Bharati Pan, wife of Sri Rathindra Nath Pan and Smt. Minati Roy, wife of Sri Subhas Roy, as her only legal heirs and successors and they jointly inherited the said property according to the provision of the Hindu Succession Act, 1956. It is to be mentioned that husband of Durga Rani Ghosh namely Sailendra Nath Ghosh died on 28.01.1983 i.e. before her death.

AND WHEREAS after death of Durga Rani Ghosh, her aforesaid legal heirs namely Sri Dwarka Nath Ghosh, Sri Ganesh Chandra Ghosh, Sri Kali Charan Ghosh, Sri Radha Kanta Ghosh, Smt. Arati Halder, Smt. Bharati Pan and Smt. Minati Roy, became the joint and absolute owners of the said property through inheritance.

AND WHEREAS being the joint and absolute owners of the said property said Sri Dwarka Nath Ghosh, Sri Ganesh Chandra Ghosh, Sri Kali Charan Ghosh, Sri Radha Kanta Ghosh, Smt. Arati Halder, Smt. Bharati Pan and Smt. Minati Roy jointly sold, transferred and conveyed the same to Sri Ashok Kumar Khaitan, the Owner herein, through a registered Deed of Conveyance executed on 27.07.2012 and duly registered at the office of the A.D.S.R. Serampore, District - Hooghly and recorded therein in Book No. I, CD Volume No. 9, Pages from 11052 to 11070, Being No. 05956 for the year 2012.

AND WHEREAS after purchasing the said property the Owner herein, has become the sole and absolute owner of the same and he mutated his name in the records of the Uttarpara-Kotrung Municipality and also records in the office of B. L. & L. R. O. by paying relevant taxes and rents therein in his own name and he seized, possessed and occupied the said property as absolute and sixteen annas owner thereon by exercising each of his right, title and interest thereon without any interruption from any corner, whatsoever.

AND WHEREAS the Owner herein is willing to construct a multi-storied building over the Schedule 'A' mentioned property through his sole proprietorship firm M/s. Khaitan Developers, the Developer herein.

AND WHEREAS the Developer herein has started the construction work of the proposed multi storied building as per the sanctioned building plan vide Regd. No. 209 dated 29.01.2019 duly sanctioned by the Uttarpara-Kotrung Municipality.

AND WHEREAS the Purchasers (Third Part) herein mentioned have agreed to acquire one residential flat mentioned in the Schedule - 'B' below and the same is hereinafter referred to as the "said unit" on outright purchase basis and also on the terms & conditions hereunder contained.

NOW IT IS HERBY AGREED AND DECLARED AS FOLLOWS :

1. **TITLE & PLANS :**

That the right and property herein agreed to be acquired by the Purchasers is free from all encumbrances. The Purchasers have however satisfied themselves about the plan and title of the Owner and agrees not to raise any objection thereto. The Developer shall be at liberty to make such changes in the plan as deemed expedient with the approval of the Architects.

2. **CONSIDERATION :**

That the total consideration to be given by the Purchasers to the Developer for the cost of land and cost of construction, which shall be calculated @ /- per Sq. Ft. super built-up area and shall be regulated as per Schedule 'D' below.

3. **INSTALMENT & PAYMENT :**

That the Purchasers shall be liable to pay the consideration money to the Developer as per rules and regulations mentioned in the Schedule 'E' below.

4. **MANNER OF COMPLETION :**

That the Developer shall complete and make the said unit as a decent and respectable unit in the manner mentioned in the Schedule 'B' hereto within months or earlier from the date of execution of this agreement and shall install and/or complete the common portions described in the Schedule 'F' hereto. The standard specification of the construction is described in Schedule 'C' hereunder.

5. **SALE & CONSIDERATION OF UNIT :**

That the total consideration mentioned in the Schedule 'D' below shall be deemed to be the consideration payable to the Owner who will convey to the Purchasers the undivided share of land and consideration payable to the Developer for having construction completed and made domestic purpose of the said unit and the common portion of the total property. The total amount would have to be paid to the Developer.

6. **TERMS & CONDITIONS OF SALE :**

- a) That on completion of the said unit and as per terms hereof the Purchasers shall become the absolute owners of the said unit free from all encumbrances save and except the usual easements and conditions inheritant in ownership as per the West Bengal Apartment Ownership Act, 1972.
- b) That after execution of Sale Deed in respect of the said unit the Purchasers shall have the right to sell, transfer, mortgage, lease out and otherwise transfer the said unit and shall also have the right to use and enjoy the same and to realize rents issues and profits thereof.
- c) That the Developer shall have the right to construct any construction over the roof of the proposed multi-storied building.
- d) That after taking over possession of the Flat as per the Schedule 'B' mentioned hereinbelow the Purchasers shall have to pay all taxes, maintenance charges and contingency charges if any occurs in respect of aforesaid unit and/or proportionate in respect of the said unit only such reasonable amount as may be deemed expedient for common purpose.
- e) That the Purchasers shall not in any manner obstruct any construction that the Developer may take on any part of the premises including terrace pursuant to agreement between the Owner and the Developer.
- f) That the Deed of Conveyance of the said unit shall be prepared by the Advocate duly appointed by the Developer.
- g) That the Purchasers are not intending to purchase any garage or car parking space in the proposed building and after knowing such intention the Developer shall not make any provision for garage or car parking space for the Purchasers herein.

7. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT :**

As from the date of possession the Purchasers covenants :

- a) To co-operate with the Developer in the management maintenance of the premises including flat complex and formation of the association.
- b) To observe the rules framed from time to time by the Developer for the Owner of the proposed building for common purposes. The rules should have to be framed in consultation with the flat, garage and shop room Owner.
- c) To allow the Developer and its workmen to enter into the said unit for its completion and/or for common purposes.
- d) To pay and bear the common expenses in respect of premises proportionately.
- e) To pay for electricity and other utilities consumed in/or relating to the unit proportionately.

8. **ASSOCIATION :**

The Developer shall before or as soon as possible after completion of the proposed building cause the co-Owner to form an association for common purpose as per West Bengal Apartment Ownership Act, 1972. Accordingly the co-Owner shall bear the proportionate cost of formation and/or the expenses of the association.

9. **EXTRAS :**

That in addition to the said total consideration the Purchasers shall also pay to the Developer its proportionate costs and charges for :

- i) The fees of Advocates applicable for the execution of this agreement and also the Conveyance Deed.

- ii) Cost of bringing electrical mainline and for providing electric meter in the said unit.
- iii) Payment for any extra work done in that unit.
- iv) The Stamp Fees, Registration Charges and Miscellaneous expenses for Deed of Conveyance to be executed in pursuance hereof.
- v) Proportionate costs and charges for Installation charges of the transformer (if required).
- vi) GST levied by the Government authority that will be borne by the Purchasers in connection with the transaction of the said unit.

10. **ARBITRATION :**

That all disputes and differences by and between the parties hereto in any way relating to or connected with the premises and/or flat and/or building and/or this agreement and/or anything done in pursuance hereto shall be referred for arbitration to such person as be appointed by the Advocate to be adjusted in accordance with the Arbitration and Conciliation Act, 1996.

SCHEDULE - 'A' ABOVE REFERRED TO

ALL THAT a piece and portion of Bastu Land measuring land area more or less 7 (seven) Cottahs 4 (four) Chittacks, together with building standing thereon, lying in Mouza - Bhadrakali, J. L. No. 9, comprised in R. S. Dag No. 2979 under R. S. Khatian No. 1819, corresponding to L. R. Dag No. 5485 under L.R. Khatian No. 9973, being Municipal Holding No. 1, Bishalakshmi Ghat Lane, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Bhadrakali, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara, District - Hooghly, PIN - 712232, together with all easement rights attached thereto.

The property butted and bounded by :

- ON THE NORTH : Municipal Road.
ON THE SOUTH : Property of Others.
ON THE EAST : Property of Minati Roy & Others.
ON THE WEST : Property of Others.

SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT piece and portion of the said unit of one residential Flat, being Flat No. on the Floor towards side of the multi-storied building having its super built-up area more or less Sq. Ft. (super built-up area to be calculated on the basis of actual covered area plus 22% of the same for due enjoying common service area as described in the Schedule 'F' hereinafter) along with undivided proportionate share of underneath land of 'A' Schedule property.

The Flat is butted and bounded by :

- ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :

SCHEDULE 'C' ABOVE REFERRED TO

The Standard Specification of Flat is mentioned hereinunder :

1. FOUNDATION R.C.C. Foundation and Frame Structure from Ground to Top Floor.
2. BRICKWORK 8"/10" good quality brick walls in the external face. 5"/3" walls internally.

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3. FLOOR Marble/Tiles flooring with 6" skirting on all sides.
4. WALLS Finished with Plaster of Putty.
5. DOORS Main Door : Wooden, Toilet : PVC
Other : Commercial Flush Door.
6. WINDOWS Made by Alluminium sliding channel fitted with glass & M.S. Grill.
7. KITCHEN Kitchen will be provided with Marble Flooring and Cooking Platform with Glazed tiles upto 2' height from the platform with sink.
8. TOILET Will be provided Marble flooring and Glazed tiles upto 5' height from the skirting with good quality pan along with cistern.
9. ELECTRICITY Adequate electrical Points.
10. WATER SUPPLY Twenty-four hours supply through overhead water tank and adequate water points.
11. BASIN One white basin shall be provided at the Dining.
12. LIFT One common lift shall be provided.

Extra payment shall be paid in advance for any extra work other than standard specification mentioned hereinabove.

SCHEDULE 'D' ABOVE REFERRED TO

That the consideration for the said Flat including proportionate share of land and common portion is Rs. (Rupees) only subject to final measurement.

SCHEDULE 'E' ABOVE REFERRED TO

- a. out of the total consideration shall be paid at the time of execution of this present Agreement.
- b. out of the total consideration money shall be paid at the time of Brick work of the concern Flat.
- c. out of the total consideration money shall be paid at the time of floor work of the concern Flat.
- d. out of the total consideration money i.e. the balance amount shall be paid at the time of registration and/or possession of respective Flat, whichever is earlier.

N.B. That the Purchasers shall liable to take possession of the respective Flat within 15 (fifteen) days from the day of receiving of the information from the Developer regarding its completion.

The mode of payment as stated hereinabove is the essence of this Agreement. If the Purchasers fail to comply with the aforesaid mode of payment they shall be served with a notice of demanding the payment of the defaulted amount within 30 (thirty) days from date of demand, failing which this agreement will be treated as cancelled and/or terminated and the Purchasers shall get refund of the amount deposited by them after deducting 20% of the total consideration money within 1 (one) month from getting new booking of such flat and the Developer shall have every right to sell the respective Flat to any other person(s).

SCHEDULE 'F' ABOVE REFERRED TO

1] **Area :**

- a) Entrance, exists, boundary walls open and/or covers paths and passages.
- b) Lobbies, Staircase, Landings.
- c) Lift and area for operation of such lift.

2] **Water & Plumbing :**

Water Pumps, Water Reservoir, Water Tanks, Water Pipes (save those inside any unit), Deep Tube well.

3] **Electrical Installation :**

Wiring & Assemblies for lighting of the common parts and wiring from the electrical sub-station to one point inside or at the main gate of each unit.

4] **Drains, etc. :**

Drains, sewers and pipes, if necessary.

5] **Others :**

Other common areas and facilities and/or equipments as are provided in the building for common use and/or enjoyment of the Flat Owners.

IN WITNESSES WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

In presence of :-

WITNESSES :

1.

Signature of the OWNER

2.

Signature of the DEVELOPER

Signature of the PURCHASERS

Drafted by :

Arindam Datta
Advocate,
High Court, Calcutta.

Typed by :

Tapan Chowdhury,
Hindmotor, Hooghly.