

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT is made on this the day of Two Thousand Twenty A. D.

B E T W E E N

1) MR. SEKHAR KAR, 2) MR. SISIR KAR, 3) MR. SAMAR KAR, 4) MR. SAMIR KAR, all are Sons of Late Sanat Kar, all are by faith- Hindu, by Nationality- Indian, by occupation- Business, all are residing at Udayrajpur, Hemanta Basu Sarani, P.O. & P.S.- Madhyamgram, Dist.- North 24 Parganas, Kolkata- 700 129 reinafter called and referred to as the "**OWNERS/VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives and/or assigns) of the **FIRST PART**.

The Land Owners/Vendors herein represented by their Constitute Attorney, **SRI ARNAB DEBNATH**, Son of Sri Haridas Debnath, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 381, B.C. Sen Road, Saktipur, P.O.- Agarpara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700 109, Sole Proprietor of **P.M. INFRACON** a Proprietorship Business having it's Office at 381, B.C. Sen Road, Saktipur, P.O.- Agarpara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700 109, by virtue of a Registered Development Power of Attorney being No. 150305085 for the year 2018, registered at the office of A.D.S.R. Barasat, North 24 Parganas, on 24/07/2018 and recorded in Book No. I, Volume No. 1503-2018, copied in pages from 156854 to 156895 at the aforesaid Registry Office.

A N D

P.M. INFRACON a Proprietorship Business having it's Office at 381, B.C. Sen Road, Saktipur, P.O.- Agarpara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700 109 represented herein by it's Sole Proprietor :-

SRI ARNAB DEBNATH, Son of Sri Haridas Debnath, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 381, B.C. Sen Road, Saktipur, P.O.- Agarpara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700 109.

herein after called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include it's successors, successors-in-office, administrators, legal representatives and/or assigns) of the **SECOND PART**.

AND

.....
Son/Wife/Daughter of, by faith....., by
occupation..... by Nationality- Indian, residing
at.....
.....

..... here-in-after called the "**PURCHASER**" (which expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her heirs, executors, administrators, legal representatives, successors and/or assigns) of the **THIRD PART**.

WHEREAS all the Owner/Vendors herein jointly purchased a plot of land measuring more or less 4 Cottahs 14 Chittaks 31 Sq.ft. or 8 Satak lying and situate at **Mouza- Udayrajpur**, J.L. No. 43, comprised and contained in **R.S. Dag No. 836** under R.S. Khatian No. 305 within the jurisdiction of Madhyamgram Municipality, P.S.- previously Barasat now Madhyamgram, A.D.S.R.O. Barasat, District- North 24 Parganas more fully described in the First Schedule below, by virtue of a Sale Deed being No. 5622 for the Year 1972, registered at the Office of S.R. Barasat on 10/07/1972, recorded in Book No. I, Volume No. 71, Written in Pages from 101 to 105, from one Sri Tarak Nath Sen, Son of Late Upendra Chandra Sen.

AND WHEREAS by the above mentioned way all the Land Owners/Vendors herein became the absolute joint Owners of the aforesaid landed property more fully described in the Schedule "A" below and duly mutated their names with the Assessment Register of the Madhyamgram Municipality and they also recorded their names in L.R. R.O.R. Thereafter the Owners/Vendors herein by paying rents and taxes to the Offices concern they lawfully jointly seized and possessed the aforesaid property without any interruption of others and the Owners/Vendors herein have the absolute right, title and interest on the aforesaid landed property and the same bears a good and marketable title and free from all encumbrances.

AND WHEREAS the Owners/Vendors were desirous of development of the aforesaid property by raising a multi storied building upon the said property, more fully and particularly described in the First Schedule herein below, consisting of several numbers of self contained and independent flats, shops, garages, but shortage of funds and experts the Owners/Vendors had approached to one Developer, ***M/S. SUDHA ENCLAVE***, a Partnership Firm engaged in the carrying out of construction of buildings for commercial as well as residential purposes, having it's Principal of Business at Premises No. 10F, Seven Tanks Lane, P.O.- Ghugudanga, P.S.- Sinthee, District- North 24 Parganas, Kolkata- 700 030, represented by it's Partners namely :-***1. MR. GOPINATH GANGULY***, Son of Late Gopal Chandra Ganguly, and ***2. MR. ASHOKE ROY***, Son of Mr. Joydeb Chandra Roy, to carry on construction of the said multi storied building upon the said property of the Owners/Vendors and the Developer had also agreed with the said proposal of the Owners/Vendors.

AND WHEREAS by virtue of a Registered Development Agreement being No. 150300613 for the year 2016, registered at the Office of A.D.S.R. Barasat, North 24 Parganas on 29/01/2016, recorded in Book No. I, Volume No. 1503-2016, copied in pages from 15342 to 15399, the Owners/Vendors had authorised the aforesaid Developer, ***M/S. SUDHA ENCLAVE*** for construction of a multi storied building upon the said property as per plan to be sanctioned by Madhyamgram Municipality, on the terms, conditions & considerations mentioned in the said agreement. The Owners/Vendors also by virtue of a Registered Development Power of Attorney being No. 150300621 for the year 2016, registered at the office of A.D.S.R. Barasat, North 24 Parganas, on 29/01/2016 and recorded in Book No. I, Volume No. 1503-2016, copied in pages from 16010 to 16040 had also authorised the Developer to enter into agreement for sale of the flats, shops, garages etc. to be constructed upon the said property allotted in the Developer's allocation.

AND WHEREAS said Developer got prepared a plan for construction of a multi storied building upon the said property but due to some unavoidable circumstances the said agreement has not been materialised in terms of the said agreement.

AND WHEREAS accordingly the Owners/Vendors herein subsequently changed their mind that they would now allow anybody else to erect a multi storied building over the First Schedule below property and as such both the parties made request to each other to cancell the said Registered Development Agreement being No. 150300613 for the year 2016, registered at the Office of A.D.S.R. Barasat, North 24 Parganas on 29/01/2016, recorded in Book No. I, Volume No. 1503-2016, copied in pages from 15342 to 15399 and also the said Registered Development Power of Attorney being No. 150300621 for the year 2016, registered at the office of A.D.S.R.

Barasat, North 24 Parganas, on 29/01/2016 and recorded in Book No. I, Volume No. 1503-2016, copied in pages from 16010 to 16040. And accordingly for cancelling the aforesaid Development Agreement and Development Power of Attorney, one Cancellation of Development Agreement being No. _____ for the Year 2018 and another Cancellation of Development Power of Attorney being No. _____ for the Year 2018, were executed and registered in between both the Owners/Vendors herein and also the said Developer, **M/S. SUDHA ENCLAVE** on _____, registered at the Office of A.D.S.R. Barasat, North 24 Parganas.

AND WHEREAS on the aforesaid unwanted situation all the Owners/Vendors herein are desirous of complete development work upon the said property, according to the building plan to be sanctioned by Madhyamgram Municipality but shortage of funds and experts the Owners/Vendors have approached to the present Developer herein, **P.M. INFRACON** a Proprietorship Business having it's Office at 381, B.C. Sen Road, Saktipur, P.O.- Agarpara, P.S.- Khardah, District- North 24 Parganas, Kolkata- 700 109 represented herein by it's Sole Proprietor :- **SRI ARNAB DEBNATH**, Son of Sri Haridas Debnath, in place of said previous Developer to a multi storied building over the aforesaid property, morefully and particularly described in the First Schedule herein below, according to the building plan to be sanctioned by Madhyamgram Municipality and as per specification with floor, plans, elevation section, made in compliance with the statutory requirements in the said plot of land at the cost of the Developer on the certain terms and conditions and the Developer herein has also agreed with the said proposal of the Owners/Vendors.

AND WHEREAS by virtue of a Registered Development Agreement being No. 150305080 for the year 2018, registered at the office of A.D.S.R. Barasat, North 24 Parganas, on 24/07/2018 and recorded in Book No. I, Volume No. 1503-2018, copied in pages from 156782 to 156836, the Owner/Vendor has authorised the aforesaid Developer herein, **P.M. INFRACON** for construction of a multi storied building upon the said property as per plan to be sanctioned by Madhyamgram Municipality, on the terms, conditions & considerations mentioned in the said agreement. The Owners/Vendors also by virtue of a Registered General Power of Attorney being No. 150305085 for the year 2018, registered at the office of A.D.S.R. Barasat, North 24 Parganas, on 24/07/2018 and recorded in Book No. I, Volume No. 1503-2018, copied in pages from 156854 to 156895, have also authorised the said Developer to enter into agreement for sale of the flats, shops, garages etc. to be constructed upon the said property allotted in the Developer's allocation.

AND WHEREAS the Developer got prepared a plan for construction of a multi storeyed building upon the said property and thereafter the Developer herein started the construction work of the said multi storied building upon

the said property consisting of several self contained flats, shops, garages alongwith common parts, common amenities, common facilities relating thereto (hereinafter referred to as the **SAID BUILDING** commonly known as).

AND WHEREAS the Purchaser has taken inspection of documents relating to the aforesaid property, the Development Agreement, Power of Attorney made between the Owners/Vendors and the Developer and the site and satisfied himself/herself with regard to the same and shall not raise any objection in future.

AND WHEREAS the Owners/Vendors and the Developer have agreed to sell and the Purchaser has agreed to purchase **ALL THAT** a self contained and independent **Corner Flat** identified **Flat No.**..... on the **Floor**, of the said multi storied building commonly known as measuring a **Super built-up area of** **Sq.ft.**, be the same a little more or less, details of which have been described in the Second Schedule written hereunder and hereinafter be referred to as the **SAID FLAT** with undivided, undemarketed, impartible, proportionate share of the land as described in the First Schedule, @ **Rs./- only per Sq.ft.** total amounting to **Rs.**..... (**Rupees**) **only** free from all sorts of encumbrances on the basis of the terms and conditions hereunder written.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES as follows:-

1) That the Owner/Vendor and the Developer shall sell and the Purchaser shall purchase **ALL THAT** a self contained and independent **corner Flat being Flat No.**.....on the **Floor** of the said multi storied building commonly known as, measuring a **Super built-up area of** **Sq.ft., be the same a little more or less**, details of which have been described in the Second Schedule written hereunder and hereinafter be referred to as the **SAID FLAT** with undivided, undemarketed, impartible, proportionate share of the land as described in the First Schedule, @ **Rs./- only per Sq.ft.** total amounting to **Rs.**...../**- (Rupees**) **only** free from all sorts of encumbrances.

2) The Purchaser hereby covenant with the Developer, that the Purchaser shall pay the total consideration of the Flat **Rs./- (Rupees**) **only**, within the stipulated period as mentioned in the **Fifth Schedule** hereunder written.

- 3) The Developer shall complete the Flat and shall handover the same to the Purchasers within.....**months** from the date hereof, provided the Purchaser pay the balance consideration money in terms of this agreement.
- 4) The Purchaser shall get execution and registration of the Sale Deed of the said Flat with undivided share of the land as soon as possible after getting physical possession of the said Flat.
- 5) The Developer herein shall complete the said Flat as per specification made in the **Third Schedule** written hereunder.
- 6) The Common areas which the Purchaser is entitled to utilize and the common expenses which the Purchaser has to be born and/or shared have been described in the **Fourth Schedule** written hereunder.
- 7) On taking possession of the said Flat the Purchaser shall be entitled to occupy the said Flat and use the same only for residential purposes. The Purchaser shall at own costs keep the same in a proper condition and shall observe and comply with all laws rules and regulations of the Government bodies.
- 8) Upon taking possession of the said Flat the Purchaser shall have no claim against the Developer as well as the Owners/Vendors in respect of any type of work in the said Flat except the structural disorder which may alleged not to have been carried out or completed in accordance with the agreement unless the Purchaser has at or before taking possession communicated the same in writing to the Developer.
- 9) The Purchaser shall at no time be entitled to demand partition of his interest in the said building and/or the said land or portion of flat and it is being agreed that the Purchaser's interest therein is impartible.
- 10) The Purchaser shall be liable to bear all the taxes, charges for electricity and water which are common and other services after taking possession of the Flat. That the cost of new electric meter in the name of the Purchaser for consumption of electricity for the said Flat shall be borne and paid by the Purchaser, but all electric meters shall be fitted to the place to be provided by the Developer. And the Purchaser besides the aforesaid total consideration money of the said Flat the Purchaser will also be bound to pay proportionate share of the total costs for main electric connection and also for Lift of the said newly constructed building before taking possession of the Flat unto the Developer.

- 11) So long separate arrangement is not made the Purchaser shall pay charges for water and electricity for his use and occupation as per demand of the Developer.
- 12) The Purchaser further agree with the Developer and through the Developer with occupiers of other Flats in the said building that the Purchaser shall not demolish the said Flat nor shall the Purchaser makes any addition or alteration in the said Flat without the previous consent in writing of the Developer as the case may be or the Owner' Association of the Purchaser, except addition/alteration inside Flat without disturbing the main structure of the Building.
- 13) The Purchaser shall keep at his own expenses inside portion of the flat, drains, pipes, cable wires, etc. in good repairs. The repairing of outside cables, pipes, drain, water pump etc. should be undertaken by the Flat Owners' Association or Society from common service charges.
- 14) The Purchasers of different flats in the Building shall from the Flat Owners' Association and the Purchaser herein agree to observe and comply with all rules, regulations, bye laws of such Association.
- 15) Without prejudice in respect of any other obligations under these presents and/or in law, the Purchaser shall be liable to pay the interest to the Developer for the delayed period @15% per annum on all amounts due and payable by the Purchaser under these presents till the date of payment of such instalment.
- 16) If the Purchaser fails to take the Flat due to any reason beyond his control, then he will give 15 (Fifteen) days notice to the Developer intimating their difficulties and the Developer upon receiving the said notice shall cancel the agreement and shall allot the said Flat to any new Purchaser. And in such event after booking the said Flat with any new Purchaser, the money already paid by the Purchaser herein shall be refunded to them by deducting processing charge @15% on that amount.
- 17) The documents of Conveyances and other documents will be prepared by the Advocate of the Developer herein who has been engaged in carrying on the work smoothly. The Purchaser shall bear cost of registration and stamp duty of Conveyance Deed and Advocate's fees and expenses for execution and registration of the Sale Deed.
- 18) The Purchaser shall be entitled to use the roof, lift, staircase and other common areas of the said building like other Flat Owners of the said building.

19) The Developer are desirous of selling other flats in the said building to different parties on Ownership basis for use of the same by them and is entering into separate agreements with several persons and parties in respect of such sale and the Purchaser shall have no objection whatsoever to such sale.

20) The Purchaser shall bear all Municipal taxes and other taxes that may be assessed for his Flat from the date of notice by the Developer intimating the Purchaser to take possession of the same irrespective of the fact whether the Purchaser takes possession of the same or get registration of their Flat or not.

21) If the Purchaser wants to do any extra work other than the specification as mentioned in Third Schedule written hereunder then such extra works can be done by the Developer on payments of extra costs and the said extra costs to be paid before commencing such works.

22) The Owners/Vendors as well as the Developer reserves the right to raise further stories upon the roof of the said Multi-storeyed building in future, if the same is permitted by the Municipality and in that case the right of the Purchaser in respect of roof will be shifted upon the roof of the newly constructed floor.

23) The Common areas which the Purchaser is entitled to utilize and the common expenses which the Purchaser has to be born and/or shared have been described in the Fourth Schedule written hereunder.

24) Any notice required to be given by the Developer shall be without prejudice to any other mode of service available deemed to have been served on all the Purchaser if delivered by hand against receipt or sent by registered post to the Purchaser or at his address given herein and shall likewise be deemed to have been on the Developer as well as the Owners/Vendors if delivered by hand against receipt or sent by registered post to the Developer as well as the Owners/Vendors at its address given therein.

25) From the date of commencement of this agreement and until the completion and until full payment is made by the Purchaser to the Developer, the Developer shall be entitled to be and remain in exclusive possession of the said Flat without fulfilling all the obligations under this agreement.

26) Under no circumstances the Developer is liable to hand over the possession of the said Flat or to register the said Flat in favour of the Purchaser until all the payments required to be made have duly been paid to the Developer by the Purchaser.

27) At the time of final ad-measurement of the Purchaser's flat in the new building by the manner as aforesaid, if it is found that the super built up area of the said flat is more than Sq. ft., then and in that event, the Purchaser shall pay to the Developer @ Rs./- per Sq. ft. for such excess area. Similarly if it is found that the super built up area of the said flat is less than Sq. ft., then and in that event, the Purchaser shall pay less amount to the Developer @ Rs...../- per Sq. ft. for such less area from the said total consideration as hereinabove fixed.

THE FIRST SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring more or less **4 Cottahs 14 Chittaks 31 Sq.ft.** and multi standing thereon lying and situate at **Mouza- Udayrajpur**, J.L. Nos. 43, comprised and contained in **R.S. Dag No. 836**, corresponding to **L.R. Dag No. 2238**, under R.S. Khatian No. 305 corresponding to L.R. Khatian Nos. 3013 to 3016, within the jurisdiction of Madhyamgram Municipality, Ward No. 12, Holding No. 173, Hemanta Bose Sarani, P.S.- Madhyamgram, A.D.S.R.O. Barasat, District- North 24 Parganas, Kolkata- 700 129 which is butted and bounded as follows :-

- ON THE NORTH** : By Premises of Manik Bishnu.
ON THE SOUTH : By 18 Feet Wide Municipal Road.
ON THE EAST : By Premises of Nishikanta Saha.
ON THE WEST : By 10 Feet Wide Road.

THE SECOND SCHEDULE REFERRED TO ABOVE

ALL THAT a self contained and independent **corner Flat being Flat No.** on the **Floor** of the said multi storied building commonly known as, measuring a **Super built-up area of Sq.ft., be the same a little more or less**, consisting of bed Rooms, drawing/dining, Kitchen, toilets and balcony togetherwith undivided, undemarketed, impartible, proportionate share of the land as described in the FIRST SCHEDULE written hereto togetherwith the common areas, facilities, amenities of the said building described in the Schedule/Schedules written hereunder

THIRD SCHEDULE REFERRED TO ABOVE

(SPECIFICATION OF WORK)

- R.C.C. : R.C.C. framed super structure with columns, Beams and Raft .
- FLOORING : All the floors including toilet & kitchen will be finish with Floor Tiles/Marble.
- DOORS : All doors will be of wooden frames, Door of toilets will be PVC door and all other doors will be flash doors.
- WINDOWS : Aluminium sliding window with glass fittings and protected with grill.

KITCHEN	:	Black stone gas table & sink with one tap point. Wall dado above cooking platform by glazed tiles upto 3 feet height.
DINING	:	One white basin with one tap point.
BATHROOM & TOILET	:	English Type, Floor Marble walling by glazed tiles upto 5'-0" height, two tap point, one shower, one cistern.
ELECTRICAL	:	Concealed wiring with adequate points.
INTERNAL WALLS	:	Will be finish with plaster of paris including kitchen.
STAIR	:	Stair will be floored by Floor Tiles/Marble.
WATER	:	From deep tubewell to overhead water Reservoir from overhead Reservoir to all the Flats 24 hours supply.

N.B. If any extra works are required to be done, the Developer shall carry on said extra works, subject to payment of extra charges in advance before starting the said extra works.

THE FOURTH SCHEDULE REFERRED TO ABOVE
(COMMON AREAS)

- 1) Staircase on all the Floors.
- 2) Landing, Lobby on all the floors.
- 3) Water pump and meter togetherwith the space required therefore, deep tube well, water reservoir, overhead water tank, water distribution pipes from the tank to different flats and from deep tube well to the tank and other common plumbing installations.
- 4) Electrical wiring, materials and fittings (excluding those are installed for any particular flat/unit).
- 5) Drains and Sewers from the building to the Municipal ducts.
- 6) Boundary walls and main gates.
- 7) Pump Room.
- 8) Open Spaces, passage from the building to the main Road.
- 9) Foundation.
- 10) Outer walls.
- 11) Open Roof.
- 12) Lift.
- 13) The said land described in the First Schedule hereinabove written.
- 14) It is clarified that the common portion shall include the open space reserved in the said land surrounding the said building left open as per building regulations. The roof and the parapet walls of the said building will also be a part of common portion for all the Flat Owner's of the building, but they are not entitled to make any kind of temporary or permanent construction on the open roof of the building or the common passage or the open space.

(COMMON EXPENSES)

- 1) All costs of maintenances of Lift, water Pump, overhead water tank, water reservoir, common plumbing instlations, fittings, common electric wiring, fittings, drains and all other common facilities, areas and also the outer walls of the building.
- 2) The salary of the Durwan/Caretaker, if any be appointed.
- 3) Insurances Premium for insuring the building against riot, earthquake, fire, lighting, mob-violence etc.
- 4) All charges and deposit for supplies of common utilities.
- 5) Municipal taxes and other outgoing save and except those are separately assessed for the respective Flat/Unit.
- 6) Costs and charges of establishment for maintenance of the building.
- 7) Electricity charges for Lift, water pump and lighting of common areas and passages.

THE FIFTH SCHEDULE REFERRED TO ABOVE

PAYMENT SCHEDULE

The Purchaser hereby covenant with the Developer that the Purchaser shall pay the total consideration of the said Flat **Rs./- (Rupees)** only as below:-

- a) **Rs./- (Rupees)** only at the time of execution of this agreement.
- b) **Rs./- (Rupees)** only
- b) Balance at the time of delivery of possession/registry of the Flat.

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

SIGNED, SEALED AND DELIVERED

BY THE OWNERS/VENDORS,

THE DEVELOPER AND THE

PURCHASERS AT KOLKATA

IN PRESENCE OF

WITNESSES :-

1)

2)

SIGNATURE OF THE OWNERS/VENDORS

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

MEMO OF CONSIDERATION

Received Rs. (Rupees.....) only from the Purchaser/Purchasers
herein as earnest money in pursuance of the foregoing Agreement out of the said total consideraion of Rs.
...../- (Rupees) only as per memo below.

MEMO

SIGNATURE OF THE DEVELOPER

WITNESSES :-

1)