

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made and executed on the \_\_\_\_ day of \_\_\_\_\_, 2020.

## **BETWEEN**

- 1) **Mrs. RAMA AICH, PAN (CLJPA6219B)** , D/o. Late SudhirRanjan Das &W/o. Mr. Manish Aich, by faith-Hindu, by occupation – House Wife, by Nationality-Indian, residing at 2 Vivekananda Colony, Panihati (M),24 Pgs North, Kolkata –700114.
- 2) **Mr. ASHISH DAS, PAN (DTQPD5615G), S/o.** Late SudhirRanjan Das, by faith-Hindu, by occupation – Service, by Nationality-Indian, residing at 57 Teachers Colony Agarpara Kamarhati (M), 24 Pgs North, Kolkata – 100109.
- 3) **Ms. RINKU DAS, PAN (AZPPD2946Q),** D/o. Late SudhirRanjan Das, by faith-Hindu, by occupation – House Wife , by Nationality-Indian, residing at 57 Teachers Colony Agarpara Kamarhati (M), 24 Pgs North, Kolkata – 100109.
- 4) **Mrs. BINAPANI CHAKRABORTY, PAN (BPJPC1273C)** D/o. Late Umesh Chandra Chakraborty &W/o. Mr. Satish Chakraborty, by faith-Hindu, by occupation – House Wife, by Nationality-Indian, residing at 1/84 Jatindas Nagar, Belghoria Kamarhati (m), Kolkata – 700056.
- 5) **Mrs. CHABI RANI CHAKRABORTY PAN ( ),**W/o Late Haripada Chakraborty, by faith-Hindu, by occupation – House Wife, by Nationality - Indian, residing at 54 Teachers Colony Agarpara Kamarhati (M), 24 Pgs North, Kolkata – 100109.
- 6) **Mr. ARUN CHAKRABORTY PAN ( ),** S/o Late Haripada Chakraborty, by faith-Hindu, by occupation – Business, by Nationality - Indian, residing at 54 Teachers Colony Agarpara Kamarhati (M), 24 Pgs North, Kolkata – 100109.

- 7) **Mr. SHYAMA CHAKRABORTY PAN ( )**, S/o Late Haripada Chakraborty, by faith-Hindu, by occupation – Service, by Nationality - Indian, residing at 54 Teachers Colony Agarpara Kamarhati (M), 24 Pgs North, Kolkata – 100109.
- 8) **Mrs. BHARTI CHAKRABORTY PAN ( )**, D/o Late Haripada Chakraborty, W/o. Mr. Gopal Chakraborty, by faith-Hindu, by occupation – House Wife, by Nationality - Indian, residing at 48 Suraj Sen Street, Belghoria, Kolkata – 700056.
- 9) **Mrs. SIMA MUKHERJEE PAN (BGPPM6572D)**, D/o Late Haripada Chakraborty, W/o. Mr. Somnath Mukherjee, by faith-Hindu, by occupation – House Wife, by Nationality - Indian, residing at Natagarh, Canal Side, Panihati (m), Kolkata – 700112.
- 10) **Mrs. MADHABI KUSARI PAN (BZPPK3542J)**, D/o Late Haripada Chakraborty, W/o. Mr. Dipak Kusari, by faith-Hindu, by occupation – House Wife, by Nationality - Indian, residing at 8/1 Abdul Latif Sreet, Belghoria Kolkata – 700056.
- 11) **Mrs. DIPA BANIK PAN (AXPPB3126J)**, D/o Late Haripada Chakraborty, W/o. Mr. Debabrata Banik by faith-Hindu, by occupation – House Wife, by Nationality - Indian, residing at 19/1/, Rashbihari Ghosal Lane, 3 Malipanchghara, Howrah-711107.
- 12) **Mrs SANDHYA DASPAN ( )**, D/o Late Haripada Chakraborty, W/o. Mr. Parimal Das by faith-Hindu, by occupation – House Wife, by Nationality - Indian, residing at 60, Adarsha Pally, Belghoria, Kamarhati (m), Kolkata -700056.
- 13) **Mrs SIPRA DUTTA PAN (BZMPD9290F)**, D/o Late Lalit Mohan Das, W/o. Late Molay Dutta, by faith-Hindu, by occupation – House Wife, by Nationality - Indian, residing at 87 Uday Villa Udbastu Pally, Kamarhati (m), Kolkata – 700056.

Hereinafter referred to as the **VENDORS / OWNERS** (which terms or expression shall unless excluded by or repugnant to the context be

deemed to mean and include their legal heirs, executors, administrators, representatives and assigns ) of the **FIRST PART**,

**AND**

The Vendors are represented by their Constituted Attorney to 1) **MR DEBOBRATA SINHA**, Son of Late Dipen Sinha, **PAN- CGKPS9161C** by faith- Hindu, by Nationality – Indian by Occupation – Business , residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056.

2)**MR BISWAJIT TRIVEDI**, Son of Late Ram Gopal Trivedi, **PAN-AHPPT5484K** by faith- Hindu, by Nationality – Indian by Occupation – Business , residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056, (vide Power of Attorney dated 4<sup>th</sup> Day of May 2018 which was recorded in Book No. I, CD Volume No. 1526-2018, pages 63814 to 63836 being No. 152602571 for the year 2018 & dated 18<sup>th</sup> day of May 2017 which was recorded in Book No. I, CD Volume No. 1526-2017, Pages from 38293 to 38326 being No. 152601399 for the year 2017 registered before the A.D.S.R, Belgharia respectively).

**AND**

**“M/S ADITYA CONSTRUCTION ”**, a Partnership Firm **PAN-ABKFA0046K**, having its place of business at 47, Tarun Pally, D.P. Nagar, P.O – Belghoria , P.S. –Belghoria, District North 24 Parganas Kolkata 700056, represent by 1) **MR DEBOBRATA SINHA**, Son of Late Dipen Sinha **PAN-CGKPS9161C** by faith- Hindu, by Nationality - Indian by occupation – Business , –residing at 2, Udayan Pally, D.P. Nagar, P.O – Belghoria, P.S. –Belghoria, District North 24 Parganas, Kolkata – 700056, 2)**MR BISWAJIT TRIVEDI**, Son of Late Ram Gopal Trivedi, **PAN-AHPPT5484K** by faith- Hindu, by Nationality – Indian by Occupation – Business , residing at RabindraNath Avenue , Panihati, Sodpur , District North 24 Parganas, Kolkata – 700110, hereinafter referred and called as the **DEVELOPERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **SECOND PART**.

**AND**

- 1) **Mr. ....** son of Mr. .... PAN-(.....) Faith- Hindu, Nationality- Indian by occupation – Service, Residing at ..... hereinafter referred to as the **“PURCHASERS”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include, include their heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

**WHEREAS** the Owners are seized and possessed of otherwise well and sufficiently entitled to all that land and premises situate of land containing by estimation an area of 2 Cottahs – 0 Chittacks – 0 Sq. Ft more or less lying and situated at Mouza – Basudevpur, Plot No. 54, C.S/R.S.DAG No. 113, 114, 115, 116 & 117, under Khatian No. 6, J.L No. 2, Holding at 54, Teacher’s Co-Operative Society, P.S.-Belghoria, District 24 Parganas North, Kolkata –700056, more fully and particularly mentioned and declared in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the “SAID PROPERTY” and that the said property is free from all encumbrances, charges, liens, attachment, trust, dispenses, mortgages and other defects in title and the said Property is not subject to any order of compulsory acquisitions or requisitions whatsoever from any corner and/or under any law for the time being in force. The developer has entered into this Agreement relying on the aforesaid representative and/or assurances of the owner and is acting on good faith thereof.

**WHEREAS** by a deed of indenture, dated 30.03.1981 THE BARRACKPORE SUBDIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED purchased a land from the Government of West Bengal ALL THAT piece or parcel of land measuring about 4.78 acres appertaining to R.S .DAG Nos. 113, 114, 115,116 &117, under Khatian Nos. 6 J. L No.2 in Mouza – Basudevpur, District 24 Parganas North.

WHEREAS there after the said THE BARRACKPORE SUB – DIVISIONAL CO-OPARATIVE TEACHERS COLONY SOCIETY LIMITED divided the said land in different plots and said the plots among the member of the society.

And whereas one Mr. UMESH CHANDRA CHAKRABORTY son of late Gobindo Chakraborty was one of the member of the said society purchased a plot measuring about 2 Cottahs 0 Chittacks and 0 Sq. Feet be the same little more or less from the said society on 18.06.1982 and for the sake brevity herein after called the said land which was registered on 08.07.1973 in the office of the Additional District Sub Registrar Cossipore Dum Dum. Being no – 6451 / 1982

**WHEREAS** Mr. Umesh Chandra Chakraborty was died on 9-1-1991 leaving behind him one son Mr. Haripada Charaborty and one daughter named Binapani Chakraborty as a legal heirs of his property. Hari Pada Chakraborty died on 8/11/2007 leaving behind him wife Chabi Rani Chakraborty, son Arun Chakraborty Shyamal Chakraborty and daughter Bharati Chakraborty, Sima Mukherjee, Madhabi Kusari, Dipa Banik, Sandhya Das as a legal heirs of his property.

**AND WHEREAS** presently the land Owners with intention of construction of FAR sanctioned by the Kamarhati Municipality over the plot of land measuring as aforesaid and particularly described in the scheduled herein below has approached the Developer herein for owing the said act and on the basis of such approach made the Owners Developer being experienced in developing the property has agreed to develop the property more fully and particularly described in the Schedule hereunder written, hereinafter called "**THE SAID PROPERTY**" at its own cost and expenses on the terms and conditions hereinafter contained.

**WHEREAS** the Owner **Mrs. SIPRA DUTTA** is seized and possessed of otherwise well and sufficiently entitled to all that the land and premises situate of land containing by estimation an area of 1 Cottahs – 1 Chittacks – 0 Sq. Ft more or less lying and situated at Mouza – Basudevpur , Plot No. 54/A, C.S/R.S.DAG No. 113, 114, 115, 116 & 117, under Khatian No. 6, J.L No. 2, Holding at 425, Teacher's Co-Operative Society, P.S.-Belghoria, District 24 Parganas North, Kolkata – 700056, more fully and particularly mentioned and declared in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the "SAID PROPERTY" and that the said property is free from all encumbrances, charges, liens, attachment, trust, dispenses, mortgages and other defects in title and the said Property is not subject to any order of compulsory acquisitions or requisitions whatsoever from any corner and/or under any law for the time being in force. The developer has entered into this Agreement relying on

the aforesaid representative and/or assurances of the owner and is acting on good faith thereof.

**WHEREAS** by a deed of indenture, dated 19.04.1971 THE BARRACKPORE SUB – DIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED purchased a land from the Government of West Bengal ALL THAT piece or parcel of land measuring about 4.78 acres appertaining to DAG Nos. 113, 114, 115,116 & 117, under Khatian Nos. 6, J. L No.2 in Mouza Basudevpur, P.O-Agarpara, District-24 Parganas North.

**WHEREAS** there after the said THE BARRACKPORE SUB – DIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED divided the said land in different plots and sold the said plots amongst the member of the society.

**AND WHEREAS** one Mr. MILAN DAS one of the member of the said society purchased a plot measuring about 2 Cottahs 8 Chittacks and 36 Sq. Ft. be the same little more or less from the said society on 08.07.1982 and for the sake brevity herein after called the said land which was registered in the office of the Additional District Sub Registrar Cossipore Dum Dum. Being no-6449 for the year 1982.

**AND WHEREAS** Mrs. SIPRA DUTTA purchases the said Land measuring 1 Cottahs 1 Chittacks and 0 Sq. Ft. from Mr. MILAN DAS by a sale Deed being no- 1289 / 09 registered at Cossipore Dumdum.

**AND WHEREAS** presently the land Owners with intention of construction of FAR sanctioned by the Kamarhati Municipality over the plot of land measuring as aforesaid and particularly described in the schedule herein below has approached the Developer herein for owing the said act and on the basis of such approach made the Owners Developer being experienced in developing the property has agreed to develop has agreed to develop the property more fully and particularly described in the Schedule hereunder written, hereinafter called **“THE SAID PROPERTY”** at its own cost and expenses on the terms and conditions hereinafter contained.

WHEREAS the Owners are seized and possessed of otherwise well and sufficiently entitled to All That the land and premises situate of land containing by estimation an area of 3 Cottahs 0 Chittacks, 0 sq. ft more or less lying and situate at Mouza – Basudevpur , Plot No. 57, C.S.DAG No. 113, 114, 115,116 & 117, under Khatian Nos. 6, J. L No.2 , Holding at 57, Teachers’ Co Operative Society, P.O. – Agarpara, District 24 Parganas North, Kolkata-700109, more fully and particularly mentioned and declared in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the “SAID PROPERTY” and that the said Property is free from all encumbrances, charges, liens, attachments trust, dispenses, mortgages and other defects in title and the said Property is not subjects to any order of compulsory acquisitions or requisition whatsoever from any corner and/or under any law for the time being in force. The Developer has entered into this Agreement relying on the aforesaid representative and/or assurances of the Owners and is acting on good faith thereof.

WHEREAS by a deed of indenture, dated 30.03.1981 THE BARRACKPORE SUB – DIVISIONAL CO - OPERATIVE TEACHERS COLONY SOCIETY LIMITED purchased a land from the Government of West Bengal ALL THAT piece or parcel of land measuring about 4.78 acres appertaining to DAG Nos. 113, 114, 115,116 & 117, under Khatian Nos. 6, J. L No.2 in Mouza Basudevpur, P.O-Agarpara, District-24 Parganas North.

WHEREAS there after the said THE BARRACKPORE SUB – DIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED divided the said land in different plots and sold the said plots amongst the member of the society.

AND WHEREAS one Mr. SUDHIR RANJAN DAS one of the member of the said society purchased a plot measuring about 3 Cottahs be the same little more or less from the said society on 30.03.1981 and for the sake brevity herein after called the said land which was registered on 20.08.1982 in the office of the Additional District Sub Registrar Cossipore Dum Dum.

WHEREAS Mr. SudhirRanjan Das died on 20.11.2016 leaving behind one Son named Mr. Ashish Das and two daughters named Mrs. Rama Aich and Ms. Rinku Das as his legal heirs of this Property. Their mother named Mrs. Sandhya Das died on 12-09-2005 before their Father’s death, hence they are the sole Owners of this Property.



**AND WHEREAS** we all are the Owners of the property measuring 6K-1Ch-0 Sq. Ft.

**AND WHEREAS** presently the land Owners with intention of construction of FAR sanctioned by the Kamarhati Municipality over the plot of land measuring as aforesaid and particularly described in the schedule herein below has approached the Developer herein for owing the said act and on the basis of such approach made the Owners Developer being experienced in developing the property has agreed to develop has agreed to develop the property more fully and particularly described in the Schedule hereunder written, hereinafter called **“THE SAID PROPERTY”** at its own cost and expenses on the terms and conditions hereinafter contained.

**WHEREAS** such purpose of promoting Mr. ASHISH DAS and Others and Mrs. CHABI RANI CHAKRABORTY and Others the owners herein by a Development Agreement dated 4<sup>th</sup> day of May 2018 which was recorded in Book No. I, CD Volume No. 1526-2018, pages 63447 to 63477 being No. 152602559 for the year 2018 & dated 18<sup>th</sup> day of May 2017 which was recorded in Book No. I, CD Volume No. 1526-2017, Pages from 38110 to 38159 being No. 152601394 for the year 2017 registered before the A.D.S.R, Belgharia respectively, have agreed as well as appointed to the present the entire first schedule referred land after demolishing old structure standing thereupon according to plan of municipal Authority which will be sanction by the concerned Department.

**AND WHEREAS** thereafter by afore mentioned registered Deed of Development Agreement the Owners have provided a Power of Attorney dated 4<sup>th</sup> Day of May 2018 which was recorded in Book No. I, CD Volume No. 1526-2018, pages 63814 to 63836 being No. 152602571 for the year 2018 & dated 18<sup>th</sup> day of May 2017 which was recorded in Book No. I, CD Volume No. 1526-2017, Pages from 38293 to 38326 being No. 152601399 for the year 2017 registered before the A.D.S.R, Belgharia respectively.

**WHEREAS** said owners have empowered the developer for constructing of a multi storied (G+3/4) building upon the plot of entire first schedule land and authorized him for selling, the DEVELOPERS ALLOCATION to any other outsider parties as per terms of development agreement and to receive the selling price from any customers and sign, execute and register any kind

of Deeds and agreements with all other connecting papers/documents etc. on behalf them for completing such projects.

**WHEREAS** thereafter the said developer have obtained a sanction building plan which was duly sanctioned by the Kamarhati Municipality Authority and have started the constructional work of a multi storied building upon the plot of first schedule land drive to find out prospective buyer or buyers for selling his own allocation.

**AND WHEREAS** after having been authorized and empowered by the Vendor herein the said **M/S ADITYA CONSTRUCTION** being the Developer constructed the multi storied (G+3/4) building consisting of some FLAT rooms in the Third Floor and residential flats on the other floors as per plan sanctioned by the Kamarhati Municipality at their own costs , expenses and charges.

**AND WHEREAS** the Vendor / Developers in exercise of their Power have offered to sell **Mr. ....** one FLAT , being flat No. ....on the.....Floor facing .....side of the building having **Carpet Area .....Sq.ft.more or less** along with undivided importable proportionate share of land and all other common utilities, amenities and facilities to the Purchasers in the said new building.

**AND WHEREAS** the Purchasers have seen the plans and specifications of the said building including the proposed FLAT to be sold to the Purchasers and agreed to Purchase the same.

**AND WHEREAS** the Purchasers herein being such informed about The FLAT and having been pleased, approached the Vendor /Developers herein for the Purchase of the FLAT , being FLAT No. ...on the.....Floor facing South-West side of the building having **Carpet Area .....Sq.ft.more or less** (of which Covered Area..... ( .....)) more or less and particularly described in the Schedule “B” hereunder written free from all encumbrances together with all new standard fixtures and fittings along with the proper connection of water, electricity and drainage including undivided importable proportionate share of land and all other common land and other common areas of the said building .

**AND WHEREAS** the Vendor and Developers herein have accepted and agreed to sell the above said FLAT particularly mentioned and described in the Schedule “B” hereunder written for a total consideration of Rs. .... / (Rupees ..... ) only and the Purchasers herein agreed to Purchase the same at the said market price.

**NOW THIS SALE AGREEMENT WITNESSETH** that in pursuance of the said Agreement and in consideration of said sum of Rs. .... / (Rupees ..... ) only paid by the Purchasers to the Vendor / Developers (the receipt whereof the Vendor / Developers both hereby admit and acknowledge and from the same every part thereof ) all that the FLAT , being FLAT No. ..on the....Floor facing ..... side of the building having Carpet Area .....Sq.ft.more or less of which Covered Area..... (.....) more or less of the multi storied Building more fully described in the Schedule “B” hereunder written together with undivided proportionate share of land and all other common utilities facilities and amenities.

1) **AND WHEREAS** the Vendor / Developers are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land free from all encumbrances and liabilities whatsoever that notwithstanding any deed , matter or things whatsoever by the Vendor / Developers done or executed or caused to be done or executed knowingly suffered to the contrary. The Vendor/ Developers have good right, transfer, assign and assure all that singular undivided share or interest in the said premises or grant, sold, conveyed, transferred, assign and/or expressed or intended so to be unto and to the use of the Purchasers in the manner aforesaid according to the meaning and true intent of these presents free from all encumbrances and without any hindrance eviction ,interruption, disturbance, claims or demands whatsoever, That the Vendor / Developer shall from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchasers do acknowledge execute and perform all such further and other lawful reasonable acts, deeds, conveyances, matters and things whatsoever for further better and more perfectly assuring the right, title of the said Flat of the said multistoried building particularly mentioned.

**2)THE PURCHASERS SHALL BE ENTITLED AND/OR RIGHTS AS MENTIONED HEREIN :**

a) The said self – contained FLAT being No. ..on the \_\_\_ Floor facing South-West side of the building having **CARPET Area .....Sq.ft.more or less** of which Covered Area..... (.....)more or less.

b) To use all common facilities, common areas, comprised in the said FLAT and the said land so the existing facilities including septic tank could not be disturbed in any way by other flat owners and all the owners shall have to maintain it in proper manner.

c) To use and /or extend the electric line and / or connection of such manner in respect of the aforesaid flat described in the Schedule “C” hereunder written.

d) To use, occupy and enjoy and / or deal with the FLAT being No. ..on the...Floor facing ..... side of the building having **Carpet Area .....Sq.ft.more or less** (of which Covered Area..... (.....) more or less of the said Multistoried Building particularly mentioned in the Schedule “C” hereunder written. Schedule “C” hereunder written. Schedule “B” hereunder written. as an absolute owner thereof subject to the terms and conditions as hereinbefore stated.

**3 .THE VENDOR/ DEVELOPERS AND THE PURCHASERS AGREE AND CONVEYANCE WITH EACH OTHER AS FOLLOWS:**

a)All costs and expenses for replacement and enlargement or alteration and / or in the part of existing water tank , other fittings of any part whereof or replacement or expansion thereof which are used or useable shall be common incurred by the Purchasers proportionately with the other owners or occupiers of the said Multi storied Building.

b)The Vendor and the Purchasers and or the person authorized by the Purchasers occupying the said FLAT being No. ... on the ....Floor facing South-West side of the building having **Carpet Area .....Sq.ft.more or less** of which Covered Area..... (.....) more or

less shall be liable to keep all the common areas of the said Building including all paths, passages, staircase, lobbies, Lift etc. maintaining a proper condition and shall also bear and pay proportionate expenses in respect thereof. The Purchasers or their agents and assigns shall not in any way obstruct or caused to be obstructed the common passage roof or staircase of the said Building and shall not do or caused to be done or allowed in any acts, deeds, matters and things whereby the use and enjoyment of the common parts, common amenities and covenants of the said building to be in any way, prejudicially affected.

c) The Purchasers shall repair the interior of the said FLAT but not affect the exterior of the said Multi storied Building. Without the consent of the Vendor / Developer and / or other Flat /FLAT owners.

d) Purchasers shall not pull down or demolish the structure in any way so, as the FLAT is not separately assessed.

e) The Purchasers shall not store anything of combustible and inflammable and explosive articles which may cause danger, nuisance and annoyance to the other flat/FLAT owners.

f) The Purchasers shall have liberty and full power to grant, sale, gift, lease, convey, transfer, let- out, mortgage, assign and assure the said premises again rents of the Schedule "B" of the property in the said premises.

g) The Purchasers shall not claim any partition of the said land described in the Schedule "A" on which the said Multi storied Building. Constructed and / or which proportionate undivided share or interest in the land hereby sold and conveyed to the Purchasers.

h) ) The Purchasers shall not use the said flat in such manner which may or likely to cause nuisance or annoyance of the other occupiers in the said building and the Vendor / Developer shall not use the said building for any illegal or immoral purpose which will cause nuisance or annoyance to the residents of the said building.

**SCHEDULE "A" ABOVE REFERRED TO**

ALL THAT the piece and parcel of Bastu land measuring about 6 Cottahs 01 chittack, be the same a little more or less comprised lying and situate at Mouza – Basudevpur , Plot No. 57, 54 & 54/1, C.S.DAG No. 113, 114, 115,116 & 117, under Khatian Nos. 6, J. L No.2 , Holding at 426, 425 & 365 Teachers’ Co Operative Society, P.O. – Agarpara, District 24 Parganas North, Kolkata-700109 within the local limits of Kamarhati Municipality, being new Holding No- 365, under Ward No- 24, corresponding to Premises No- 57 Teachers’ Co-Operative Society, P.O-Agarpara, P.S-Belghoria, Kolkata: 700109 upon which the multi- storied (G+3/4) building has been constructed.

**Butted and Bounded by**

**On the North** : 20’-0’’ wide Municipal Road

**On the South** : Other Land

**On the East** : 08’-0’’ wide Municipal Road

**On the West** : H/o of BANAMALI BISWAS & Others

**SCHEDULE “B” ABOVE REFERRD TO**  
**(The Description of FLAT to be sold)**

ALL THAT the self-contained FLAT, being FLAT No.... on the .....Floor facing ..... side of the building having Carpet Area .....Sq.ft. (.....) *more or less* of which Covered Area ..... (.....) more or less with Marble floor of the building consisting of 2 bedrooms , 2 bathrooms ,1 Kitchen with open drawing place,1 Balcony within the area of the said FLAT, proportionate the share of area of common portion e. g., (stair case, lift,overhead water reservoir, septic tanks, electric room/ space etc.) together with undivided proportionate the share of land and all other common

utilities amenities and facilities.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Sale consideration of the Schedule Property is fixed at Rs. /- (Rupees .....)
2. The PURCHASER shall use the flat only for the residential purpose only.
3. The payment of Rs..... /- (Rupees ..... ) is paid by the PURCHASER to the DEVELOPER/CONFIRMING PARTY/SELLER at the time of booking of the said FLAT via Online Transfer (IMPS). Rs. .... /- will be paid with in .....
4. The balance payment of Rs. .... /- (Rupees ..... ) will be paid by the PURCHASER via Bank Loan to the DEVELOPER/CONFIRMING PARTY/SELLER along with GST.

The consideration for the purchase of the flat TOGETHERWITH undivided impartible proportionate share a land have agreed to be paid shall be payable by the Purchaser to the Developer in the following manner:

- (a) 25% of total value will be paid by the Purchaser to the Developer at the time of execution of this agreement.
  - (b) 30% of total value will be paid after completion of roof cusing.
  - (c) 20% of total value will be paid after completion of brick work.
  - (d) 20% of total value will be paid after completion of Flooring, plastering and electrical wiring.
  - (e) Balance 5 % of total value will be paid by the Purchaser to the Developer at the time of taking physical possession of the concerned flat.
5. The DEVELOPER/CONFIRMING PARTY/SELLER confirms with the PURCHASER that he/she has not entered into any agreement for sale, mortgage or exchange whatsoever with any other person relating to the Schedule Property of this Agreement.
  6. The DEVELOPER/CONFIRMING PARTY/SELLER hereby assures the PURCHASER that he/she has absolute power to convey the same and there are no encumbrances, liens, charges, Government dues, attachments, acquisition, or requisition, proceedings etc.
  7. The DEVELOPER/CONFIRMING PARTY/SELLER agrees to put the purchaser in absolute and vacant possession of the schedule property after executing the sale deed and

registering the same in the jurisdictional Sub-Registrar's office.

8. The DEVELOPER/CONFIRMING PARTY/SELLER has specifically agreed and covenants the PURCHASER that he/she shall do all acts, deeds and things which are necessary and requisite to convey absolute and marketable title in respect of the schedule property in favor of the PURCHASER or his nominee.

9. IT IS AGREED between the parties that all expenses towards Stamp Duty, Registration charges & ensuing Taxes shall be borne by the PURCHASER only & the registration process will be done by the Lawyer of the Developer.

10. The PURCHASER shall have the right to nominate or assign his right under this agreement to any person / persons of his choice and the SELLER shall execute the Sale Deed as per terms and conditions of this Agreement in favor of the PURCHASER or his nominee or assignee.

11. Flat will be handed over after all the payment are cleared i.e., total valuation of flat, all taxes (GST).

12. The PURCHASER shall be liable to pay municipal taxes for the said flat to the concerned authorities.

13. The Developer shall bring the personal electric meter from C.E.S.C Ltd in the PURCHASER name for which the purchaser has to pay to the Developer. Also Mother Meter (Common) & Lift Meter installation charges shall be paid by the purchaser to the Developer with proportionate share among all the flat holders.

14. CARPET area means covered area + proportionate share of stair case along with 20% additional service area jointly calculated.

15. Final sale amount will be calculated after final measurement of the said flat.

15. Specification of Work:-

STRUCTURES : Will be R.C.C Column, Beam, and R.C.C Pillar, Cement being used - Dalmia DSP/ACC/Konark& Iron Rod ISI mark 500+ TMT Bar.

BRICK WORK : Will be done by NKP/BBS No.1/Special Bricks with 8", 5"3" thickness.

FLOORING : Will be Marble or Vitrified Tiles of virtuous quality.



- DOOR/WINDOW : Will be Flash door of virtuous quality / Iron with Aluminum & GlassWindows.
- KITCHEN : Walls will be covered with 3 feet Digital Tiles of good quality, Kitchen slab will be of Granite & Black Stone with Steel Sink.
- BATHROOM/  
WASHROO : Walls will be covered with 6 feet Digital Tiles of good quality, all fittings will be of good quality as per availability in market.
- WALLS : Walls will be covered 3 Quote Putty Burger / Birla.
- ELECTRIC : Concealed electric wiring, meter fittings, points and Modular switches for Bed room, dinning/living, kitchen, and toilet. All wiring will be done with ISI mark Wires (Mescab/Finolex).
- EXTRA WORK : Any extra work has to be decided by our authorized Engineer. Such additional/alteration work will be charged extra & will be borne by the Purchaser. All extra work amount has to be cleared before taking possession of the said flat.

**SCHEDULE**

IN WITNESS WHEREOF the DEVELOPER/CONFIRMING PARTY/SELLER and the PURCHASER have signed this Agreement of Sale, herein above mentioned in the presence of the witnesses:

SIGNED AND DELIVERED

IN PRESENCE OF

FOLLOWING WITNESSES

1.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF PURCHASERS

**Drafted By:-**

**SWAPAN KUNDU**

**Advocate  
Sealdah Civil Court  
Enroll No- F 841/10**