

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made this day of \_\_\_\_\_, 2018.

**BETWEEN**

(1) **SRI ARINDAM SAHA, [ PAN ALHPS 3218C]** son of Late Parswanath Saha, by Occupation- Business, by faith Hindu, by Nationality Indian (2) **SRI PRABIR SAHA, [ PAN ATOPS6278D ]** son of Late Paritosh Saha, by Occupation- Business, by faith Hindu by Nationality Indian (3) **SMT. SHIBANI SAHA, [PAN AKQPS6722H ]** wife of Late Pankaj Narayan Saha alias Pankaj Saha, by Occupation- house wife, by faith Hindu (4) **SMT. BONHISHIKHA MODAK ( nee saha), [PAN EKVPS9590E]** wife of Joy Modak and daughter of Late Pankaj Narayan Saha alias Pankaj Saha, by Occupation- house wife, by faith Hindu by Nationality Indian (5) **SRI PALASH SAHA, [ PAN BTUPS 7898L]** son of Late Pankaj Narayan Saha alias Pankaj Saha, by Occupation- Business, by faith Hindu and all residing at 150C, Dr. Suresh Chandra Banerjee Road, P.O & P.S. Beliaghata , Kolkata -700010 represented by their constituted Attorney **AJMIR TOWER PRIVATE LIMITED, [ PAN AAICA6902G ]** represented by **SRI RAJU NASKAR**, son of Sri Gobinda Naskar by Occupation- Business, by faith Hindu **by Nationality Indian and** is the **Director** of a Company registered under the Companies Act, 1956 having its registered office at the premises No. B/153/1/H/1, Beliaghata Main Road, Kolkata – 700010 Book No I, Volume No 1606-2016, pages no 12253 to 12285, Being No 160600423 for the year 2016 which are registered with A.D.S.R. Sealdah, 24 parganas (South) hereinafter jointly and collectively called and referred to as the **“OWNERS”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives, administrators and/or assigns) of the **FIRST PART.**

**AND**

**AJMIR TOWER PRIVATE LIMITED, [ PAN AAICA6902G ]** represented by **SRI RAJU NASKAR**, son of Sri Gobinda Naskar by Occupation- Business, by faith Hindu **by Nationality Indian and** is the **Director** of a Company registered under the Companies Act, 1956 having its registered office at the

premises No. B/153/1/H/1, Beliaghata Main Road, Kolkata - 700010 hereinafter called and referred to 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 successor-in-Office, executors, legal representatives, administrators and/or assigns) of the **SECOND PART**.

**AND**

.....  
 ..... hereinafter called and referred to as the "**PURCHASERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS**

**Absolute Owner:-** One Hosina Bai, wife of Abedali resident of 36, Chatawalla Lane, Calcutta became the absolute owner by virtue of inheritance from her father ( since deceased)in respect of premises No. 150C, Beliaghata Main Road, Post Office :- Beliaghata, Police Station:-Beliaghata, Kolkata-700010, land measuring 29 cottahs( more or less ) along with one pucca building standing thereon along with other properties and has been in possession and enjoying peacefully and acquire every rights, title and interest thereon, and has been paying rates and taxes accordingly.

**AND**

**Sale by Hosina Bai:-** The said Hosina Bai sold, conveyed and transferred the said landed property measuring **8 cottahs 13 chittacks 29 square feet ( more or less)** hereinafter referred to as the said property as an absolute and

indefeasible estate in fee simple or an estate equivalent thereto free from all encumbrances in favour of **Samarendra Kumar Ghosh** son of Birendra Kumar Ghosh resident of 21, Barwaritolla Road, Police Station:- Beliaghata , Kolkata-700010 on 15<sup>th</sup> September 1970 against consideration and the said "Deed of Sale" registered in the office of the Sub-Registrar of Sealdah, 24 Parganas (South) recorded and entered in Book No. I, Volume No. 34, pages 181 to 185, Being No. 1473 for the year 1970.

**AND**

Sale by **Samarendra Kumar Ghosh**:- The said **Samarendra Kumar Ghosh** sold, conveyed and transferred the said landed property measuring **8 cottahs 13 chittacks 29 square feet ( more or less)** hereinafter referred to as the said property as an absolute and indefeasible estate in fee simple or an estate equivalent thereto free from all encumbrances in favour of **Paritosh Saha, Pankaj Narayan Saha, and Arindam Saha,** all are resident at 150C, Beliaghata Main Road, Post Office :- Beliaghata, Police Station:- Beliaghata, Kolkata-700010 against consideration and the said "Deed of Sale" dated 24<sup>th</sup> April 1985 registered in the office of the Sub-Registrar of Sealdah, 24 parganas (South) recorded and entered in Book No. I, Volume\_No.\_8, pages 365 to 378, Being No. 341 for the year 1985.

**AND**

**Mutation and Separation**:-After the said purchase **Paritosh Saha, Pankaj Narayan Saha, and Arindam Saha** mutated and separate the said land **8 cottahs 13 chittacks 29 square feet ( more or less)** from the total land

**presently** being premises No 150/C, Beliaghata Main Road, Post Office:- Beliaghata, Police Station:- Beliaghata, Kolkata-700010 Assesse No 110340903468, formerly known as 150/B, Beliaghata Main Road, Post Office :- Beliaghata, Police Station:- Beliaghata, Kolkata-700010, vide letter of approval dated 13.08.1987 from the then Calcutta Municipal Corporation and has been paying rates and taxes regularly more fully described in the First Schedule hereunder.

**AND**

**Demise of Paritosh Saha:-** The said Paritosh Saha died intestate on 30.04.2002 leaving behind his wife Arati Saha, and one son Prabir Saha and one married daughter Paramita Sen ( nee Saha) who became the joint owners in respect of total  $1/3$  share having  $1/9$  share each accordingly as legal heirs and successors. Be it mentioned that the said Arati Saha and said Paramita Sen (nee Saha) gifted  $1/9$  share each being in total  $2/9$  share in favour of her son Prabir Saha, and in favour of her brother Prabir Saha which is registered in the office of the Sub-Registrar of Sealdah, 24 parganas (South) recorded and entered in Book No. I, Volume No1606 - 2016 pages 10256 to 10279, Being No.160600303 for the year 2016. Henceforth the said Prabir Saha became the owner of  **$1/3$**  share jointly with other shareholders in respect of the property.

**AND**

**Demise of Pankaj Narayan Saha:** - The said Pankaj Narayan Saha died intestate on 22.12.2007 leaving behind his wife Shibani Saha and one son Palash Saha and one married daughter Bonhishika Modak who became the joint owners in respect of total 1/3 share having 1/9 share each accordingly as legal heirs and successors. The Owners herein seized and possessed of and/or otherwise sufficiently entitled to the schedule land and have been peacefully enjoying without any interference and interruption from any corner. The said property is mentioned in the Schedule "A" hereunder written.

**AND**

**MUTATION:**-The owner herein duly mutated their names before the Kolkata Municipal Corporation as owner in respect of premises No 150/C, Beliaghata Main Road, Assesse No 110340903468, formerly known as 150/B, Beliaghata Main Road, Post Office :- Beliaghata, Police Station:- Beliaghata, Kolkata-700010 and have been paying taxes regularly without delay and default.

**AND**

**Execution of Development Agreement and Power:-** the owners herein executed Development Agreement and Development Power with the Developer herein to develop multi-storeyed building on the said plot of land by demolishing the existing structure standing thereon entered in Book No I, Volume No 1606-2016, pages no 12135 to 12190, Being No 160600373 for the year 2016 and Book No I, Volume No 1606-2016, pages no 12253 to 12285, Being No 160600423 for the year 2016 which are registered with A.D.S.R. Sealdah, 24 parganas (South).

**AND**

**Construction of Building :-** the said Developer obtained sanction the Building plan being **Plan No 201730029** dated **13.07.2017** from The Kolkata Municipal Corporation by payment of necessary fees and charges and on the basis of the said building plan, the said Developer has started constructing new building on the schedule land mentioned herein below.

**AND**

**Declare to Sale:-** the Purchaser/s has/have approached the Developer to purchase the **Flat No. "....."**, ..... **Floor**, .....**BHK**, measuring ..... **.ft.(more or less ) Super Built up Area**, ..... **side**, and **one car parking space marked as "C.P ....."**, Ground floor, measuring ..... **sq.ft ( more or less ) Super Built up Area from Developer's Allocation at a total consideration of Rs..... (Rupees .....)** only lying and situated in the said G+IV building namely ".....", being premises premises No 150/C, Beliaghata Main Road, Post Office:- Beliaghata, Police Station:- Beliaghata, Kolkata-700010 constructed upon the land /underneath the building inclusively easement attached thereto and the Developer agreed to sell from Developer's Allocation more fully described in Second Schedule herein below.

**AND WHEREAS** the Purchaser has primarily inspected a true copy of the said Title Deeds, Mutation certificate/Assessment Roll , & other documents relating to the land and sanctioned plan of the plot of land and title thereto and has been fully satisfied herself/himself about the title of land along with common space and facilities attached to the said Apartment. Be it mentioned that the Developer allocated the Owner's Allocation in the proposed building after obtaining sanctioned plan from the K.M.C. hence the Developer has every right to sell and transfer the Developer's Allocation to meet up the construction of the costs and expenses of the building.

**NOW THIS INDENTURE WITNESSETH** and it is hereby agreed by and between the parties as follows:

1. That the Developer declares to sale from Developer's Allocation and the purchaser(s) herein agreed to purchase of the said **Flat and car parking space** with common lift facility in the newly constructed G+IV building along with all easement rights and proportionate undivided impartible share and interest of land comprised in the schedule.

2. That the total consideration price of the said flat has been settled at **Rs..... (Rupees .....)** only out of which **Rs...../- (Rupees .....)** only has been paid by the Purchaser(s) to the Developer more fully described in the memo of consideration upon execution of these present being the earnest money/part consideration money against the **Schedule Flat and car parking space**( the receipt whereof the Developer expressly admit and acknowledge as per memo given below) save and except installation of transformer by the developer in the premises shall be borne by the purchaser proportionately.

3. That the balance consideration money of **Rs ...../- ( Rupees .....)** only to be paid by the Purchaser(s) to the Developer as follows:-

**(Mode of Payment)**

At the time execution of Agreement

**Rs14,00,000/-**

**1**

3. Balance amount to be paid before Registration or handing over Possession of the schedule property whichever is earlier

4. That the sale is to be completed within ..... **month** positively from this date of execution of the Agreement further may be extended 6 months on considerate ground. **That** after entering into the Agreement for Sale the purchaser(s) shall cause a proper search at her own costs in respect of the said property if a good and marketable title happens to be made out and the the said property is found to be free from all encumbrances and attachments and other claims and if it is not affected by any notice or scheme of acquisitions or requisitions. The Developer shall execute



proper Conveyance or Conveyances in respect of the said **flat and car parking space** with proportionate share of land in favour of the purchaser(s) only.

5. That the final payment of balance consideration money shall be paid on the actual measurement of the said flat area after completion. If the area of flat be excess other than as specified herein then the purchasers shall have to be paid extra amount to the Developer on excess area and Vice-Versa. That the Developer hereby legally bound to transfer the said **flat and car parking space** completely and absolutely to the purchaser(s) on fulfillment of all obligations by the purchaser(s), if the Developer fails and neglects to execute and register the Deed of Sale in favour of the purchaser(s) in respect of the said flat along with proportionate land in the building with the right to use the common areas within the stipulated period of this agreement, the purchaser(s) shall have his/her right and will be at liberty to enforce specific performance of this agreement by institution of legal proceedings in the proper court of law and thereby shall get executed and registered the Deed of sale in his favour upon deposit of balance amount of consideration in the said Court.

6) That upon receipt of the balance part payment/unpaid consideration money from the Purchaser(s), the Developer hereby further agrees and undertakes to convey, transfer and register the said flat in favour of the Purchaser(s) absolutely and forever and/or in the name of the nominee or nominees. The purchaser(s) shall pay interest @18% per annum on the outstanding amount if the purchaser(s) fail(s) to pay to the Developer herein. The interest will be payable from the date of default till date of payment mentioned herein, further this Agreement shall stands cancelled, void and in-operative before Court of Law and the developer shall entitled to sell and transfer the said Flat to any third party against consideration.

7) That the Developer hereby agrees and undertakes for execution of any other Documents/Agreements as may be required by the Purchaser(s) for obtaining loans from any Bank and / or financial institutions. **That** the cost of registration of the Sale Deed searching and legal expenses of the Deed Value excluding stamp duties, registration fees and other incidental charges, service tax as amended upto date shall be borne by the Purchaser i.e. in the Sale Deed all respective right and liabilities of the purchaser(s) shall be stated in details. Such Deed of Conveyance shall be drafted and provided by the lawyer of the Developer with the liberty to

settled by the purchaser's Advocate and shall further pay other incidental charges of the said deed of sale to be executed and registered by the Developer and the purchaser(s).

8) That if the Purchaser(s) desire to do any extra works other than the works specification attached herewith then the Purchaser(s) shall have to pay extra costs for such extra works to the Developer herein and such works should have to be done either through Developer's mansions. The Purchaser(s) shall not be entitled to change the front/back elevation and Colour of the demised building.

9) That it is also agreed by the Developer that they shall construct and complete the said **flat and car parking space** as well as the building as per standard specification and the Developer also undertake to complete the total construction works of the building within .....**months** or may extended upto six months.

10) That at any time in due course if any disputes and/or differences may arise in respect of marketable title of the said property this Agreement shall be cancelled and the Purchaser(s) may get refund the entire deposited money along with interest .In case of failure of payment by the Purchaser(s) at the said specified time the Developer may entitled to get interest on the said balance consideration money.

11) That within seven days from the date of execution of this Agreement the Developer shall handover all the Photo copies of relevant papers of the property for searches and investigations about the marketable title of the property and the Developer shall also answer all the interrogatives of the Purchaser's Advocate.

12) That if the Purchaser shall not be satisfied with the marketable title of the Developer as well as property through the searching, on that event the Purchasers(s) shall not be liable to purchase the Flat and the Developer shall be bound to refund entire earnest money forthwith on demand. **That** if on search it is found out that the Developer has no good marketable title in the said property, the purchaser shall have the right to cancel this Agreement and in such case of cancellation the Developer shall be bound to make refund the amount of earnest money and other monies up to the date of cancellation of this agreement by the purchaser(s) along with interest and such amount shall be refunded by the Developer within one month from the date of cancellation of this Agreement. Be it mentioned if the Purchaser intents to cancel this Agreement for sale in spite of having good marketable title then

the Developer reserves right to deduct 20% of the advance money and refund the balance advance money to the Purchaser accordingly.

13) That the Developer and the Purchaser(s) faithfully and punctually shall observe and perform and fulfil all the terms and conditions and covenants as set forth herein until the said Deed of Conveyance is executed and registered between the parties as recited hereinbefore.

14) That if in due course of time any disputes may arise in respect of sanctioned plan and construction of the said Schedule 'A' building and/or deviation if any, in respect of the said building, in that event the Purchaser(s) shall not be liable and responsible in any manner and Developer will solve and meet up all the disputes and differences with the authority concerned and charges and penalty, if any, that will be paid by the Developer exclusively.

15) That after registration the Purchaser(s) will mutate his name with the Kolkata Municipal Corporation and the Developer will assist them at all times, if required. The onus of loan from the Bank/ financial institution lies upon the Purchaser(s) only save and except Developer shall co-operate the Purchaser(s) in every manner. That the Purchaser(s) has satisfied with the Title of the property as such it is not mandatory to the Developer to provide the Purchaser herein the papers and documents after execution of the Deed of Conveyance in respect of the property.

16) In the event of the Builders being entitled to construct and additional structure or structures or the Builders desiring to make alterations or additions in the said property under the building bye-laws, rules and regulations of the Kolkata Municipal Corporation or otherwise or in the event of the Builders becoming entitled to construct any structure or structure or alterations and/or additions in the said property by virtue of any alterations or amendments of the building bye-laws or rules and regulations of the Kolkata Municipal Corporation or otherwise the Builders shall be entitled to carry out construction of such additional structures and/or additions or modifications, alterations or additions in the said building which is proposed to be constructed in the said property. The Purchaser hereby gives his/her irrevocable consent to such additional structure or structures being constructed under such alterations, additions or modifications being carried out by the Builders in the said property. In such a situation, the proportionate share of Purchaser(S) in the said Property and/or in the Common Areas, amenities and facilities shall accordingly

stand varied. The Purchaser(s) has understood the same and has unconditionally and irrevocably consented and given his/her no objection to the same.

17) That the time is the essence factor of this agreement/contract and if any party neglects and/or fails to comply with this terms and conditions, covenants of this agreement other may sue for Specific Performance of Contract or any other legal action may be taken through proper court of law as may be permissible both in Civil and Criminal.

18) That the Purchaser(s) undivided interest and share in the land i.e. proportionate share of land in Schedule 'A' building with other co-owners shall remain joint for all times with the Developer who may hereafter or heretofore have acquired right, title and interest in the land and in any portion of the building, it is being hereby declare that the interest in the said land is impartible in respect of the building.

19) That in the event of Developer fail to give possession and/or neglect to register the said **flat and car parking space** within the time specified herein in that case the Purchaser(s) shall have the right either to rescinded and/or cancelled this agreement and/or may register the said **flat and car parking space** through proper court of law by depositing the balance consideration in the court.

20) That the Developer issue a possession certificate in respect of the said flat in favour of the said purchaser(s) at the time of taking over possession of **flat and car parking space**. The common electric meter shall be borne by Flat Owners proportionately till the individual meter are installed by CESC and all the Flat Owners will borne the electric charges proportionately raised in common meter .

21) That all disputes and/or differences by and between the parties hereto arising out of or relating to the said **flat and car parking space** or of any of the provisions hereof shall be referred to the Arbitration of Two Arbitrators one each to be appointed by the respective parties hereto. The joint Arbitrators shall appoint an Umpire in writing before entering upon the reference. The decision of the joint Arbitrators or the Umpire as the case may be shall be final and binding on all the parties hereto. The provisions of the Arbitration and Reconciliation Act, 1996 with any amendments or modifications thereof shall apply to the Arbitration proceedings. The Arbitrators shall be appointed from the Kolkata.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece or parcel of land measuring **8 cottahs 13 chattaks 29 sq. ft.** be the same a little more or less along with total permanent structure measuring 3000sq.ft be the same a little more or less comprised in Division No. 3 Sub-Division 15, Holding No. 15,16 and 18 under Police Station:- Beliaghata being municipal premises No. 150C, Dr. Suresh Chandra Banerjee Road, formerly known as 150B, Beliaghata Main Road, within the Municipal limits of Kolkata Municipal Corporation, Ward No 34, Assessee No- 110340903468, Additional Sub- Registry office Sealdah, District Registry office: Alipore 24 Parganas which is butted and bounded in the manner following that is to say:-

- ON THE NORTH : A portion of premises No. **150/B**, Dr. Suresh Chandra Banerjee Road, Kolkata-10 and Gandhi Memorial Building.
- ON THE SOUTH : By the **Tank** of Aloke kumar Ghosh and others.
- ON THE EAST : By the premises No.150A, Dr. Suresh Chandra Banerjee Road, Kolkata-10.
- ON THE WEST : By **20 ft.** wide asphaltic road and partly premises no. 150/B, Dr. Suresh Chandra Banerjee Road, Kolkata-10 and Gandhi Memorial Building.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the oneself contained residential Flat No. “ ”, ..... Floor, .....BHK, measuring .....ft. (more or less) Super Built up Area, Southern side, and one car parking space marked as “C.P .....”, Ground floor, measuring ..... sq.ft ( more or less ) Super Built up Area with common lift facility in the New Building of the premises described in the First Schedule hereinabove written.

**SCHEDULE "C" ABOVE REFERRED TO**

**(COMMON PORTION AREAS AND FACILITIES INCLUDE).**

- a) The said land described in the First Schedule hereinabove written.
- b) The foundations, columns, girders, beams, supports, main walls ducts, corridors, lobbies, stairs, stairways and entrance and exists of the building.
- c) Concealed electrical wiring and fittings and fixtures and of lighting in the staircase, lobby common passages and other common areas in the building and the said land.
- d) Drains and sewers from the building to the Corporation duct, boundary walls and main gates.
- e) Staircase and landings on all floors.
- f) Water pump and meter together with the space required therefore, underground water reservoir, reservoir, overhead water tank and distribution pipes from the tank to different units and from reservoir to the tank. The water reservoir is to be at a raised level to avoid rain water getting into reservoir.
- g) Water and sewerage evacuation pipes from the units to drains and sewers common to the building.
- h) The ultimate roof and terrace of the building.
- i) Common meter room.
- j) Common Lift.

**SCHEDULE "D" ABOVE REFERRED TO**

**(Specification of Work)**

FOUNDATION	:	R.C.C. foundation and framed structure for all floors.
WALL	:	8" thick main wall, all inside wall of 5" and 3" and will be finished with plaster of paris.
DOORS	:	Frame of good quality wood and all doors will be Flash door
WINDOWS	:	All windows will be made of Anodized Aluminum channel frame with glass with grill.
FLOORS	:	vitrified tile/ marble chowka.

- KITCHEN : Cooking Platform and Sink with black stone and marble, white glazed tiles upto 2'-6" ft. height with C.P. Bib Cock will be provided.
- TOILET & SANITARY : Which glazed tiles upto 5'-6" height from floor level. Floor
- FITTINGS : finished by marble. Toilet would be provided with two Angola Indian Indian type ISI (white).
- ELECTRICAL : All wiring will be concealed adequate outlet sockets will be provided.
- WATER SUPPLY : Water supply via over head tank.

**IN WITNESS 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:

**Constituted Attorney for**

**Vendors**

**Signature of the Vendor/Owner**

**Signature of the Developer**

**Signature of the Purchaser(s)**

**Memo of Earnest Money/part Consideration**

By cheque No.                      dated .....    Rs.                      /-

Bank

**Signature of the Developer**

**Witness**

1

2.