

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE is made and executed on the\_\_\_ day  
of\_\_\_\_\_,2020 (Two Thousand Twenty).

BETWEEN

**1).SRI TAPAN DASGUPTA** (PAN-ARRPD4912Q) **2). SRI SHAMBHU DASGUPTA** (PAN-EBQPD6633H) **3). SRI MRITUNJAY DASGUPTA** (PAN-EBQPD6630E) **4). SRI SAIBAL DASGUPTA** (PAN-BBFPD7226L) all are sons of Late Chittaranjan Dasgupta all are by faith Hindu, by occupation-no. 1 and 2 are business, 3 and 4 are Service all are residing at 5/55, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056 **5). SMT CHAITALI DASGUPTA** (PAN-BVDPD0576R) wife of Late Shibabrata Dsgupta daughter-in-law of Chittaranjan Dasgupta by faith-Hindu, by occupation-Housewife, residing at 5/55, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056 **6). SMT BANDANA BHATTACHARYYA** (PAN-DMIPB8383N) wife of Sri Samir Bhattacharyya daughter of Late Chittaranjan Dasgupta by faith Hindu, by occupation –Housewife residing at 67, A.K. Road, P.S.-Titagarh, Kolkata-700119, Dist North 24 Parganas **7). SMT SWAPNA DASGUPTA** (PAN-BGEPD4659M) wife of Sri Narayan Kishor Paul daughter of Late Chittaranjan Dasgupta by faith Hindu, by occupation –Housewife residing at 5/55, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056 **8). SMT RATNA BHATTACHARYA** (PAN-DMIPB8502H) wife of Sri Nishir Bhattacharya daughter of Late Chittaranjan Dasgupta, by faith Hindu, by occupation-no. Housewife, residing at 1/114, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056, District North 24 Parganas, herein after 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/owners are represented by their Constituted Attorney of **NIRMAN CONSTRUCTION** (PAN-AAMFN2504N) a partnership firm having its office at 121, Feeder Road, Kolkata 700056 represented by its partners namely 1). **SRI GAUTAM MAITY alias GOUTAM MAITY** (PAN-AWKPM5684N) son of Sri Kshitish Maity, by faith-Hindu, by occupation –Business residing at 1/100, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056 2) **SRI RANJAN GOSWAMI** (PAN-ALTPG7739G) son of Late Nani Gopal Goswami, by religion - Hindu, by Occupation - Business, residing at 1/104, Jatin Das Nagar, P.S.-Belgharia, Kolkata –700 056 **3) SRI SUDEB KUNDU** (PAN-CRHPK9315G) son of Sri Sudhir Kundu, by religion - Hindu, by

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Occupation - Business, residing at 47, Vivekananda Nagar, P.S.-Belgharia, Kolkata -700 056 (vide development agreement was recorded in book no. 1, Volume no. 1526-2019, pages from 90919 to 90966, being no. 152602765 for the year 2019 and the development power was recorded in Book no.1, Volume no. 1526-2019, pages from 91326 to 91358, being no. 152602778 for the year 2019 respectively.

AND

**NIRMAN CONSTRUCTION** (PAN-AAMFN2504N) a partnership firm having its office at 121, Feeder Road, Kolkata 700056 represented by its partners 1). **SRI GAUTAM MAITY alias GOUTAM MAITY** (PAN-AWKPM5684N) son of Sri Kshitish Maity, by faith-Hindu, by occupation -Business residing at 1/100, Jatindas Nagar, P.S.-Belgharia, Kolkata-700056 2) **SRI RANJAN GOSWAMI** (PAN-ALTPG7739G) son of Late Nani Gopal Goswami, by religion - Hindu, by Occupation - Business, residing at 1/104, Jatin Das Nagar, P.S.-Belgharia, Kolkata -700 056 3) **SRI SUDEB KUNDU** (PAN-CRHPK9315G) son of Sri Sudhir Kundu, by religion - Hindu, by Occupation - Business, residing at 47, Vivekananda Nagar, P.S.-Belgharia, Kolkata -700 056 herein after 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-....., Residing at.....herein after 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 vendors/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 3 (Three) Cottahs 15 (Fifteen)Chittacks 00 sq.ft. lying and situated at within District- North 24-Parganas, A.D.S.R.O. Cossipore Dum Dum, at present Belgharia, P.S. Belgharia, within limits of Kamarhati Municipality, under

Mouza- Belgharia, J.L. no.3, E.P. no. 728 (SP-276), C.S. Plot No. 1767(P) at 5/55, Jatindas Nagar, Belgharia, Kolkata-700056 morefully and particularly mentioned and declared in the FIRST SCHEDULE hereunder written and hereinafter for the sake of brevity referred to as the "SAIDPROPERTY" 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 what so ever 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 one Anjali Das Gupta wife of Late Chittaranjan Das Gupta i.e. mother of the owners herein was the absolute owners of ALL THAT the piece and parcel of bastu land measuring about 3 (Three) Cottahs 15 (Fifteen)Chittacks 00 sq.ft. lying and situated at within District- North 24-Parganas, A.D.S.R.O. Cossipore Dum Dum, at present Belgharia, P.S. Belgharia, within limits of Kamarhati Municipality, under Mouza- Belgharia, J.L. no.3, E.P. no. 728 (SP-276), C.S. Plot No. 1767(P) at Jatindas Nagar Colony, Belgharia, Kolkata-700056, within limits of Kamarhati Municipality by dint of a registered deed of gift by the Governor of the State of West Bengal through R.R. & R Directorate, Govt. of West Bengal on 22.02.1989, which was recorded in Book no-1, Volume no X, Pages from 121 to 124, being no. 781 in the year 1989 in the office of A.D.R. Barasat, North 24 Paraganas.

AND WHEREAS after getting the said property by virtue of a gift deed the said Anjali Dasgupta mutated her name in the record of the Kamarhati Municipality as well as in the other government seresta and recorded their property as premises no. 5/55 Jatindas Nagar Colony, Holding no. 486, P.S. Belgharia, Kolkata-700056, ward 34 within limits of Kamarhati Municipality and said Anjali Das Gupta had been paying his relevant taxes regularly and she constructed a one tile shaded structure on the said land.

AND WHEREAS during occupation and possession the said Anjali Das Gupta died intestate on 29.08.2014 and prior to her death her husband was died and she leaving behind her 5 (sons) sons namely 1. Tapan Dasgupta, 2. Shibabrata

Dasgupta 3. Shambhu Dasgupta 4. Mritunjay Dasgupta 5. Saibal Dasgupta and 3(Three) daughters namely 1. Bandana Bhattacharyya 2. Swapna Dasgupta 3. Ratna Bhattacharya as her only legal heirs and successors as per Hindu Succession Act. And one of the son namely Shibabrata Dasgupta died intestate as issueless on 25.12.2012 and leaving behind him his wife namely Chaitali Dasgupta as his only legal heir and successor as per Hindu Succession Act 1956.

AND WHEREAS said 4 (sons) sons namely 1. Tapan Dasgupta, 2. Shambhu Dasgupta 4. Mritunjay Dasgupta 5. Saibal Dasgupta one daughter-in-law namely Chaitali Dasgupta and 3(Three) daughters namely 1. Bandana Bhattacharyya 2. Swapna Dasgupta 3. Ratna Bhattacharya i.e. the present owners herein became the joint owners of the property left by the said Anjali Dasgupta and they mutated their names in the record of the Kamarhati Municipality as well as in the other government seresta and recorded their property as premises no. 5/55 Jatindas Nagar, Holding no. 486, P.S. Belgharia, Kolkata-700056 ward no. 34 within limits of Kamarhati Municipality which is morefully and particularly mentioned hereunder as FIRST SCHEDULE property and they had been paying their relevant taxes regularly.

AND WHEREAS the present owners herein are seized and possessed the above mentioned property and enjoying and occupying the under mentioned FIRST SCHEDULE property free from all encumbrances whatsoever and regularly paying the Municipal Taxes and other outgoing whatsoever.

AND WHEREAS we all are the Owners of the property measuring 3 Cottahs 15 Chittaks 00 Sq.Ft.

AND WHEREAS presently the vendors/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 forwing 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 morefully 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.

AND WHEREAS such purpose of promoting of the said property the owners herein by a Development Agreement dated 3<sup>rd</sup> day of July 2019 which was recorded in Book book no. 1, Volume no. 1526-2019, pages from 90919 to 90966, being no. 152602765 for the year 2019 and the development power dated 3<sup>rd</sup> day of July 2019 was recorded in Book no.1, Volume no. 1526-2019, pages from 91326 to 91358, being no. 152602778 for the year 2019 registered before the ADSR Belgharia respectively, have agreed as well as appointed to the present developer herein 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.

WHEREAS said owners have empowered the developer for constructing of a multi storied (G+3) 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 being no.255 dated 06.12.2019 Which was duly sanctioned by the Kamarhati Municipality Authority and have started the constructional work of a multistoried building upon the plot of first schedule land drive to find out prospective buyer or buyers for selling his own allocation.

ANDWHEREAS after having been authorized and empowered by the Vendors herein the said NIRMAN CONSTRUCTION being the Developer constructed the multi storied(G+3)building consisting of some FLAT rooms in the said proposed building. 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 alongwith 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 .....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 alongwith 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 here in agreed to Purchase the same at the said market price.

NOW THIS SALE AGREEMENT WITNESSETH that in pursuance of the said Agreement and inconsideration 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 multistoried Building morefully described in the Schedule "B" hereunder written togetherwith 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 what so ever that notwithstanding any deed, matter or things what so ever 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 here after 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 .....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 Multistoried 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 .....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 stair case of the said Building and shall not do or caused to be done or allowed in any acts, deeds, matters and things where by 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 Multistoried 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 caused anger, 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 Multistoried 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.

**FIRST SCHEDULE ABOVE REFERED TO**

All That piece and parcel of a Bastu land measuring about 3 Cottahs 15 Chittak 00 sq.ft. more or less alongwith proposed multistoried building thereon (G+3) known as "ANJALI VILLA" comprised in E.P. no. 728(SP-276), C.S. Plot No. 1767(P) at Mouza- Belgharia, J.L.No.3, Touzi No. 172, P.S.-Belgharia, Under A.D.S.R.O. Cossipore Dum Dum, at present Belgharia, District North 24 Parganas situated at premises no. 5/55, Jatindas Nagar, Police Station- Belgharia, Kolkata-700056, Holding no.486 ward no.34, within the District North24-Parganas and within the jurisdiction of Kamarhati municipality, which is butted and bounded by:-

On the North : E.P. No.472.

On the South : Common Passage.

On the East : 12' ft wide colony Road.

On the West : E.P. No.714.

**SECOND SCHEDULE ABOBE REFERRD TO**

(The Description of FLAT to be sold)

ALL THAT the self-contained FLAT, 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 which Covered Area.....(.....)more or less with Marble floor of the building consisting of\_\_ bedrooms,\_\_ bathrooms,\_\_ Kitchen with open drawing place, balcony within the

area of the said FLAT, proportionate the share of area of common portion e.g., (staircase, 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 WITNESSES THE FOLLOWING:

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 within.....

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 TOGETHER WITH 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 costing.

(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/CONFIRMINGPARTY/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.TheDEVELOPER/CONFIRMINGPARTY/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/CONFIRMINGPARTY/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/CONFIRMINGPARTY/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.

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

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

**SPECIFICATION OF THE CONSTRUCTION WORK**

1. Wall: 200<sup>th</sup>, 125<sup>th</sup> and 75<sup>th</sup> (8", 5" & 3").
2. Plaster : Ceiling 1:4 (Cement :Sand)
3. Floor : Tiles.
4. Frame : Rooms and Front Sal, Front-Height-6 ½", Frame thickness-4"/2 ½ "  
Width-2 ½" /3", Toilet PVC.
5. Front Door : Tick pesting wooden door.
6. Toilet : Toilet floor marble, PVC door.
7. Other Doors : Good quality flash door.
8. Walls : Putty finish.
9. Electric Points : 15 points with (M.C.B. System) Geezer point and all wiring shall be made by standard ISI product.
10. Kitchen : Kitchen slave Granite stone, tile 3"/4" from kitchen slave.
11. Bathroom : Floor Pink marble/tiles, tiles height 6"
12. Plumbing and sanitary system : GI Pipe with HB fittings, commode –with flush (one indo-western).
13. Kitchen : One tap under sink one tap upon the sink one basin with stand.
14. Grills : Window with sliding shutter.
15. Staircase : Marble finish.
16. Lift: Capacity for four persons.
17. Water Supply : Municipal water supply line, deep tube well with submersible pump.

Save and except the above mentioned works as stated "Specification of the Construction" if the Purchasers/Other Part desires to do any extra work, he will inform the same in writing to the Developer and the purchasers will pay the

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necessary costs for the said extra work as per demand or claim by the Developer before the final registration.

IN WITNESS WHEREOF the parties hereto have put their respective signatures on the day, month, year first above written

Signed, Sealed & Delivered

At Kolkata

In present of :

1.

\_\_\_\_\_  
Signature of the Owners/Vendors

2.

\_\_\_\_\_  
Signature of the Developer

\_\_\_\_\_  
Signature of the Purchasers.

Drafted by

Advocate