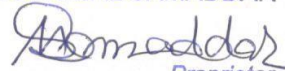


**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made this the \_\_ Day of  
\_\_\_\_\_ ' 2019 (Two thousand nineteen) Era

**BETWEEN**

M/S. KAJAL SAMADDAR

  
Proprietor

**SMT. BITHI CHATTERJEE**, wife of Late Bankim Chandra Chatterjee, having Pan No – **AXJPC0016E**, by faith Hindu, by occupation Housewife, (b) **SRI SANDIP KUMAR CHATTERJEE**, son of Late Bankim Chandra Chatterjee, having Pan No –**AWCPC7213R**, by faith Hindu, by occupation Service, (c) **SMT. DEBJANI CHATTERJEE (GHATAK)**, wife of Sri Amit Kumar Ghatak, daughter of Late Bankim Chandra Chatterjee, having Pan No –**BMOPG2760C**, by faith Hindu, by occupation Housewife, (d) **SMT KABITA CHATTERJEE**, wife of Late Gopal Chandra Chatterjee, having Pan No **AZRPC9536D**, by faith Hindu, by occupation Housewife, (e) **SRI JOYDEEP CHATTERJEE**, son of Late Gopal Chandra Chatterjee, having Pan No **AHUPC7762J**, by faith Hindu, by occupation - Business, (f) **SRI CHANDRACHUR CHATTERJEE**, son of Late Gopal Chandra Chatterjee, having Pan No **BGRPC1142B**, by faith Hindu, by occupation Service all are by nationality Indian, residing at – 18(6)Vivekananda Road, Barrackpore, P.O. Talpukur, P.S. Titagarh, District North 24 Parganas, Kolkata - 700123, represent by constitute General Power Attorney Holder namely :- **MR. KAJAL SAMADDAR**, son of Late Rakhil Samaddar, having **PAN NO:- BAXPS0417D**, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, Barrackpore, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122, sole proprietor of :- **"M/S. KAJAL SAMADDAR"** , having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, Barrackpore, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122,, in the State of West

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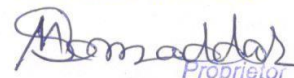
Bengal hereinafter collectively referred to as the **VENDOR** (which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, successors and assigns) **OF THE FIRST PART.**

AND

**"M/S. KAJAL SAMADDAR"** , having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, Barrackpore, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122, being represented by its sole proprietor namely **MR. KAJAL SAMADDAR**, son of Late Rakhal Samaddar, having **PAN BAXPS0417D**, by faith – Hindu, by occupation - Business, by nationality – Indian, residing at 51, Schoolpara Road, Jafarpur, West Chal Bazar, Barrackpore, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122, in the State of West Bengal hereinafter referred to as **"THE DEVELOPER"** (which term expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include the said firm, its proprietor and his respective heirs Executors, Administrators, Representatives & Assigns) **OF THE SECOND PART.**

AND

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1) ....., having PAN No. ...., son of ....., by Faith Hindu, by Nationality Indian, by Occupation - Service, and 2) ....., having PAN No. ...., wife of ....., by Faith Hindu, by Nationality Indian, by Occupation - ....., residing at ..... in the state of West Bengal, hereinafter individually / jointly called **THE PURCHASERS** (which expression shall unless excluded or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives, successors and assigns) **OF THE THIRD PART.**

1. **DEFINATION** : Unless in this presents contrary or repugnant to the subject or context:
2. **VENDORS**: shall include the Vendors above named and/or their heirs, legal representatives, executors, administrators, successors and assigns.
3. **PURCHASERS**: shall mean and include his/her/their heirs, legal representatives, executors, administrators, successors and assigns.
4. **DEVELOPER**: shall mean "**M/S. KAJAL SAMADDAR**", a sole proprietorship firm having its principal place of business at 3(2) Subhas Nagar 6<sup>th</sup> Lane, P.O. Nona-Chandanpukur, P.S. Titagarh, Dist: North 24 Parganas, Kolkata – 700122, in the State of West Bengal, and include its

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*Kajal Samaddar*  
Proprietor

proprietors for the time being, and his respective heirs, legal representatives, executors, administrators, office heirs, successors and assigns.

5. **TITLE DEED:** - shall mean all the documents referred to herein above in clauses of the recital.

6. **PREMISES:** - shall mean the Land comprised in the entirety of the **Holding No. 18(6), Vivekananda Road, Ward No 12, under Barrackpore Municipality** more fully and particularly described in the **FIRST SCHEDULE** here under written.

7. **BUILDING:** - shall mean the Building consisting of a Ground and Upper Floors to be constructed on the said Land under name and Style "**CHATTERJEES**".

8. **THE SAID UNIT:-** shall mean all that space in the building available for independent use and occupation after making due provisions for common facility and space required thereof (More fully and particularly described in the **SECOND SCHEDULE** here under written).

9. **THE WORDS 'PROPORTIONATE', 'PROPORTIONATE SHARE' AND/OR 'PROPORTIONATELY':-** shall mean the share which has been agreed fixed and/or settled as the 'Purchaser, proportionate Share in the Land and Proportionate Share in the common portions and shall also be and due to be Purchaser' share in all other common rights and liabilities and common expenses.

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10. **COMMON PORTIONS:** - shall mean the portion of the said Land and Building and the Common installations, fixtures, fittings and appurtenance described in the FOURTH SCHEDULE here under written.

11. **COMMON FACILITIES** shall include corridors, hallways, stairways, landing, water reservoir, sub marshal pump, pump room(if any), passage ways, drive ways, meter room, if any other space and facilities whatsoever required for the establishment location enjoyment provision, maintenance and/or management of the Building and/or common facilities or any one of them as the case may be.

12. **COMMON EXPENSES:-** shall mean all the expenses common for all co-owners of different portion of the building for the more beneficial use occupation and enjoyment.

13. **COMMON PURPOSE** shall mean and include the purpose of upkeep management, administrations and protection of the common portion and the purpose of regulating actual rights and liabilities of the co-owners of different portion of the building for the more beneficial use occupation and enjoyment by the Purchasers and/or co-owners of their respective unit and their properties appurtenant there to and all other purpose or other matters in which the Purchasers and/or co-owners have common interest relating to the said Land and Building.

14. **COMPANY/SOCIETY/ASSOCIATION:-** shall mean any syndicate association limited company co-operative or other society or other

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association of persons formed by the Purchasers and/or co-owners, of different portion of the Building for the purpose of maintenance upkeep and protection of the Building and the common portion in terms thereof.

15. **TRANSFER** with its grammatical variations shall included transfer by possession and by another means adopted for affecting what is understood as a transfer of space in a multistoried building to the Purchaser (s) thereof all though the same may not amount to a transfer in Law.

16. **TRANSFeree** shall mean a person, firm, limited company, Association or persons or body or individual to whom any space in the Building has been transferred.

17. **ARCHITECT OR ENGINEERS** shall mean any person or persons recued by the Developer and the owner for the purpose of construction of the said Building on the below mentioned First schedule Premises.

18. **CO-OWNERS** shall mean all the Purchaser/Owners who from time to time have Purchase or agreed to Purchase and taken position including **VENDOR** for those Units, Space, Rooms, Parking Area etc, not alienated or agreed to be alienated by the **VENDOR**.

19. **PARKING SPACE** shall mean space in the open compound at the Ground Label of the Premises for parking of two wheelers or by cycle or any other vehicle which is permitted by the owner/Developer.

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20. **PLAN** shall mean the building plan sanction by authorities concern being Building **Plan No. 200/PS-GF/PL/BG Dated 24.11.2017**, and shall include such modification or variation as may be made by the seller from time to time with prior sanction from the authorities concerned.

21. **HOUSE RULES AND USERS** shall mean the Rules and Regulations regarding the users of holding of the said Flat/Unit/Apartment hereinafter stated.

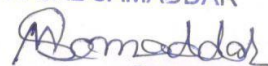
22. **SALEABLE SPACE** shall mean the space in the Building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

23. **COVER AREA** of an unit means the entire area of an unit which includes all walls and half share of partition wall between two units with addition to equal share of lobby of such floor.

24. **SUPER BUILT UP AREA** according to the context shall in relation to the said unit in the New Building mean and include.

- a. The cover area of such unit.
- b. Portion share of the area of the common areas and installation.
- c. Overhead water tank.
- d. Septic tank.

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- e. Boring.
- f. Boundary Wall.
- g. Common stair.

**AND WHEREAS** one Sri Shibdas Chattopadhyay, son of Late Mahendra Nath Chattopadhyay, of Chanak Anandapuri, P.S. Titagarh, District North 24 parganas, purchased all that piece and parcel of land measuring about more or less 56 decimal land under C.S. Khatian no 1368, and R.S. khatian no 1369 of Mouza Chanak, P.S. Titagarh, S.R.O. Barrackpore, District North 24 parganas, from Sri Surendra Nath Ghosh and Sri Chandi Charan Ghosh, both are son of Late Umesh Chandra Ghosh, by dint of registered deed of sale which was duly registered at the office of the Sub Registrar, Barrackpore, North 24 Parganas being Book No 1, Volume No 10, pages from 82 to 84, being no 632, for the year 1934, more fully and elaborately described in the said deed.

**AND WHEREAS** after purchasing the aforesaid property, said Sri Shibdas Chattopadhyay became the absolute owner and duly mutated his name in the Revisional Settlement records in R.S. Khatian No. 1369 under R.S. Dag No. 6632 & 6633 and while in possession died intestate in the year 1946 living behind his three sons namely Pratul Chandra Chatterjee, Bankim Chandra Chatterjee and Gopal Chandra Chatterjee as his only legal heirs and successors in respect of aforesaid property and accordingly said Pratul Chandra Chatterjee, Bankim Chandra Chatterjee and Gopal Chandra

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Chatterjee possess the said property as per Hindu Succession Act, 1956 and jointly recorded their names in the office of the Block Land and Land Revenue office and paid rent taxes in their joint name.

**AND WHEREAS** said Bankim Chandra Chatterjee died on 28/05/1975 living behind his wife Smt. Bithi Chatterjee (Land Owner No a) and one son namely Sri Sandip Kumar Chatterjee (Land Owner No b) and one married daughter namely Smt. Debjani Chatterjee (Ghatak) (Land Owner No c) as his only legal heirs and successors in respect of his undivided share of property as per Hindu Succession Act, 1956.

**AND WHEREAS** said Pratul Chandra Chatterjee died on 06/03/1994 in unmarried condition living behind his brother Gopal Chandra Chatterjee as his only legal heirs and successors in respect of his undivided share of aforesaid property, and accordingly said Gopal Chandra Chatterjee possess the said property by way of Hindu succession Act, 1956 and paid rent taxes in their joint name.

**AND WHEREAS** said Gopal Chandra Chatterjee died on 20/07/2004 living behind his wife Smt. Kabita Chatterjee, (Land Owner No d) and two sons namely Joydeep Chatterjee (Land Owner No e) and Chandrachur Chatterjee (Land Owner No f) as his legal heirs and successors in respect of his undivided share of property as per Hindu Succession Act, 1956.

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Proprietor