

**SALE AGREEMENT WITHOUT POSSESSION**

THIS AGREEMENT FOR SALE without possession is made and executed on this the 5th day of March, 2021

**BETWEEN**

SOUBHIK CHAKRABORTY, S/o Late Kamalendu Chakraborty, by faith-Hindu, by occupation- Business, resident of Ananta Hari Mitra Road, Nediarpur, P.O.- Krishnagar, P.S.- Kotwali, Dist.- Nadia, Pin-741101, PAN NO.- AKKPC0545N

SOUBHIK CHAKRABORTY

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*Soubhik Chakraborty*  
Proprietor

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hereinafter called the "SELLER" (Whish expression shall mean and include her legal heirs, successors, successors-in-interest, executors, administrator, legal representatives, attorneys and assigns) of ONE PART.

AND

Sri. S/O. aged years  
residing at

hereinafter called the "PURCHASER" (represented by his power of attorney) which expression shall mean and include has heirs, successors, executors, administrators, legal representatives, attorneys and assigns of the OTHER PART.

WHEREAS THE SELLER is the absolute owner in possession and enjoyment of the property fully described in the schedule hereunder and hereafter called the "SCHEDULE PROPERTY".

WHEREAS the property fully described in the schedule hereunder is the self acquired property of the SELLER who purchased the same from ..... in and by sale deed dated and registered as Doct. No. of Book 1 CD Volume No.

Pages. to registered on and filed on the file of the Sub- Registrar.

WHEREAS the SELLER is the absolute owner of the property and he has been enjoying the same with absolute right and the has clear and

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markettable title to the Schedule Property.

WHEREAS the SELLER being in need of funds for the purpose of building construction (Flat) has decided to sell the flat more fully described in the Schedule hereunder and the PURCHASER has offered to purchase the same.

WHEREAS the Seller offered to sell and transfer the schedule property to the PURCHASER for a sale consideration of Rs. (Rupees only) and the PURCHASER herein has agreed to purchase the same for the aforesaid consideration on the following terms and conditions.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :**

1. The Sale consideration of the Schedule Property is fixed at Rs. (Rupees only)
2. The PURCHASER HAS PAID sum of Rs. (Rupees Only) by cash / cheque / D.D being No. drawn on dated as advance, the receipt of which sum the SELLER hereby acknowledges.
3. The balance Payment of Rs. (Rupees only) will be paid by the PURCHASER to the SELLER at the time of execution of the absolute Sale Deed and thus completing the Sale transaction.

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4. The parties herein covenant to complete the Sale transaction and to execute the absolute Sale Deed by the end of
5. The 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 SELLER hereby assures the PURCHASER and 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 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 SELLER covenants with the purchaser that he/she shall not do any act, deed or thing creating any charge, lien or encumbrance in respect of the schedule property during the subsistence of this Agreement.
9. The SELLER has specifically agreed and covenants with 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

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of the schedule property in favour of the PURCHASER or his nominee.

10. IT IS AGREED between the parties that all expnses towards Stamp Duty and Registration charges shall be borne by the PURCHASER only.

11. The PURCHASER shall have the right to nominate or assigning 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 favour of the PURCHASER or his nominee or assignee.

12. The SELLER has agreed to get consent deed duly executed to this Sale transaction from his wife/her husband, sons and daughters on or before date of registration of Sale Deed and assured that they all joint to execute sale deed in favour of the purchaser.

13. It is hereby expressly provided and agreed by the parties here to that both parties are entitled to enforce specific performance of the agreement against each other in case of breach of any conditions mentioned in this Agreement.

14. The original of the "AGREEMENT" signed by both the parties shall be with the PURCHASER and copy of the same similarly signed shall be with the SELLER.

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## **SCHEDULE OF THE PROPERTY**

ALL THAT piece and parcel of land situates in the District of Nadia, PS.-  
Kotwali, Sub Registrar Office Krishnagar, at present Touzi 07, Pargana -  
Ukhra, Mouza - Krishnagar, J.L. No.- 92 R.S. Khatian , L.R. Khatian ,  
being plot no. R.S. , L.R. , R.S. , L.R. , R.S. , L.R. , Category  
G+4 Flat construction the agreement part Floor facing measuring  
about including super buildup sq.ft. be the same or little more or less  
being Holding No. in Street name under Krishnagar Municipality.

Butted and bounded as follows:

On The North :

On the South :

On the East :

On the West :

### **Measurement**

On The North :

On the South :

On the East :

On the West :

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In Witness whereof the SELLER and PURCHASER have signed this Agreement of Sale on the day month and year herein above mentioned in the presence of the witnesses :

SELLER

PURCHASER

Drafted and dictated by :

Witness :

Jyotishman Bhattacharya,  
Advocate, Krishnagar Judges' Court,  
Krishnagar, Nadia.  
Enrollment No.: F-380/2006

Typed by :

Rupali Nandi  
Krishnagar, Nadia

SOUBHIK CHAKRABORTY

*Soubhik Chakraborty*  
Proprietor