

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made on this the            day  
of February, 2020 (Two Thousand Twenty)

**BETWEEN**

Ms. SREE CONSTRUCTION  
*Arundhathy*  
Proprietor

1) **SRI TAPAN KUMAR KAR GUPTA**, PAN- ADGPG8664F, Aadhaar No. 6512 7633 7280, and 2) **SRI SHIB PRASAD KAR GUPTA**, PAN- EGSPK8494L, Aadhaar No. 5716 8701 4461, both sons of. late Dharendra Nath Kar Gupta, both by faith Hindu, by occupation No.-1 Retired, No.2 Business, both are residing at 91/89, Sodpur Brick Feild Road, P.O. & P.S.- Haridevpur, Kolkata-700082, District South 24 Parganas, represented by their constituted attorney **SRI ASHUTOSH GAYEN**, PAN-ADVPG4194P, Aadhaar No. 5934 3364 5621, son of Late Haripada Gayen, by faith Hindu, by occupation Business, residing at 85A, Chetla Road, New Alipore, BL-R, P.S. New Alipore, Kolkata 700 053, representing as the proprietress of the proprietorship firm **M/S SREE GURU CONSTRUCTION**, having its office at 85A, Chetla Road. New Alipore, BL-R, P.S. New Alipore, Kolkata 700 0053, appointed by virtue of a registered General Power of Attorney and the said Development Power of Attorney was duly registered at the office of the D.S.R.-II, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1602-2016, Pages 205481 to 205502, Being No. 160207045, for the year 2016, hereinafter called and referred to as the "**OWNERS / VENDORS**" (which expression shall unless excluded by or

*Ashutosh Gayen*

repugnant to the context or the subject always be deemed to mean and to include their heirs, executors, administrators, representatives, nominees and assigns) of the **FIRST PART**.

**AND**

\_\_\_\_\_, PAN- \_\_\_\_\_, Aadhaar No. \_\_\_\_\_, son of \_\_\_\_\_, by faith Hindu, by occupation \_\_\_\_\_, Indian Citizen, residing at \_\_\_\_\_,

hereinafter called and referred to as the "**PURCHASER**" (which expression, shall unless excluded by or repugnant to the context or the subject, always be deemed to mean and include his heirs, successors, executors, administrators, representatives, nominees and assignees) of the **SECOND PART**.

**AND**

**SRI ASHUTOSH GAYEN**, PAN- ADVPG4194P, Aadhaar No. 5934 3364 5621, son of Late Haripada Gayen, by faith Hindu, by occupation Business, residing at 85A, Chetla Road, New Alipore, BL-R, P.S. New Alipore, Kolkata 700 053, representing as the proprietress of the proprietorship firm **M/S SREE GURU CONSTRUCTION**, having its office at 85A, Chetla Road. New Alipore, BL-R, P.S. New Alipore, Kolkata 700 0053, hereinafter to

M/s. SREE GURU CONSTRUCTION  
 Ashutosh Gayen  
 Registrar

be referred to as the "**DEVELOPER**" (which expression, shall unless excluded by or repugnant to the context or the subject, always be deemed to mean and include his heirs, executors, administrators, representatives, nominees and assignees) of the **THIRD PART**.

**WHEREAS** one Smt. Urmilata Devi of 11 Braun Field Road had seized and possessed of or otherwise entitled to as recorded owner of the land property measuring about 1.80 acre. Line and situated in Mouza Purba Barisha, Paragana Khaspur, now under the present zamindar the state of West Bengal represented by South 24 Parganas District Collectorate Touzi No. 239, J.L. No. 23, R.S. No.- 43, comprised in Dag No. 777, under Khatian No. 1578 and the said Smt. Urmilata Devi sold conveyed and transfer the said property unto and in favour of once Sri Binod Bihari Das son of Late Gobindo Chandra Das who thereafter sold out a portion of the land property to different Purchaser and retained 7 Cottahs of land property which had been thereafter sold and transferred and conveyed to one Dhinrendra Nath Kar Gupta, the predecessor-in-interest of the present owners hereto, by executing a Bengali Kibala dated 21st day of May 1958 and the same was registered at the office of Sub-Registrar Alipore Sadar

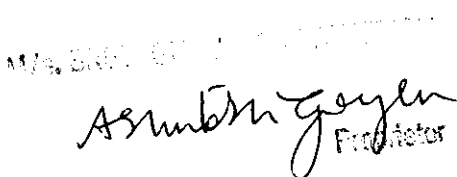
IN WITNESS WHEREOF

*Asmita Ghosh*  
Proprietor

and recorded therein Book No. 1, Volume No.- 82, Pages 248 to 250 being no.- 4666 for the year 1958 and the said property now known and numbered as K.M.C. Premises No. 91 Sodpur Road under K.M.C. Ward No. 122 which is particularly described into the **SCHEDULE "A"**.

**AND WHEREAS** the said Dharendra Nath Kar Gupta died intestate on 03.02. 1979 leaving behind him his wife Sova Ram Kar Gupta and two sons namely Sri Tapan Kumar Kar Gupta and Sri Shib Prasad Kar Gupta as his legal heirs and successors to his estate according to the Hindu Successions Act and thereafter the said Sova Rani Kar Gupta wife of Dharendra Nath Kar Gupta (since deceased) died intestate on 19.03.2006 leaving behind her her two sons namely Sri Tapan Kumar Kar Gupta and Sri Shib Prasad Kar Gupta as her legal heirs and successors to her estate according to the Hindu Successions Act 1956, and accordingly the present owners hereto have jointly become the owners of the aforesaid property by way of inheritance.

**AND WHEREAS** the owners executed a Development Agreement between the Developer on 27.06.2016 which was registered at the office of D.S.R.-II, Alipore, South 24 Parganas,


  
 Anubhava Goyal
   
 Proprietor

recorded in Book No. I, Volume No. 1602-2016, being Deed No.160206656, for the year 2016.

**AND WHEREAS** the said owner also gave a Power of Attorney in favour of the said Developer authorizing him to perform certain acts, deeds and things as contained therein which are necessary for carrying out the proposed development work.

**AND WHEREAS** in pursuance of the said Development Agreement the Developer duly undertook the development work and raised constructed one multi-storied building on the said land.

**AND WHEREAS** thereafter the Developer hereto has started the construction of a multi storied building consisting of several self contained flats and car parking spaces in the ground floor after getting a building plan sanctioned from the Kolkata Municipal Corporation, Vide Plan No. 2018130274, dated 09.01.2019.

**AND WHEREAS** the Developer hereto has declared to sell a few self contained flats and car parking spaces into the said new multi-storied building from Developer's allocation in terms of the aforesaid development agreement dated 04.03.2016 and

M/s. S. S. S. S. S.

Asim M. Geylin  
Proprietor

the Purchaser hereto have offered to purchase a self-contained flat being No. \_\_\_\_\_, measuring about \_\_\_\_\_ square feet (S.B.A.) approx on the \_\_\_\_\_ side of the \_\_\_\_\_ **Floor** aggregating a price of **Rs.** \_\_\_\_\_ (**Rupees** \_\_\_\_\_) **only** and the Developer has agreed to sell the said flat more particularly described in the **SCHEDULE - "B"** written hereunder at the aforesaid price together with undivided proportionate share of land described in the **SCHEDULE - "A"** written hereunder together with common rights to use the common parts and portions of the said building, particularly described in the **SCHEDULE - "C"** written hereunder, after accepting the said offer of the Purchaser and the Owners/Landlords have agreed to confirm this agreement, upon the following terms and conditions :-

**NOW THIS AGREEMENT FOR SALE WITNESSETH** and both the parties has mutually agreed upon as follows :-

1. That, the Developer shall sell and the Purchaser shall purchase a self contained flat being No.\_\_\_\_ measuring about \_\_\_\_\_ square feet (SBA) more particularly described in the **Schedule - "B"** written hereunder together with undivided proportionate share of land

WITNESSETH

*Arshad M. Geylan*  
Proprietor

described in the **SCHEDULE - "A"** Rs. \_\_\_\_\_  
**(Rupees \_\_\_\_\_) only.**

2. i) That, the Purchaser have agreed to purchase and the Developer has agreed to sell the said flat free from all sorts of encumbrances at the aforesaid price and the Purchaser has already paid **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only** which has been duly received by the developer by several Cheques as an advance / earnest money and the balance amount of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only** shall be paid at the time to time before the registration of the deed of conveyance alternatively at the time of taking delivery of possession of the said flat which will be earlier as following manner:-

<u>Particulars</u>		<u>Amount (Rs)</u>
At the time of registration or possession of flat which ever will be earlier within _____ months from the date of this agreement.	..	
	Total Rs. _____ =====	

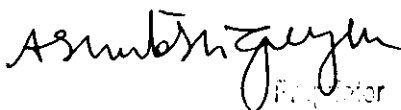
(Rupees \_\_\_\_\_ only)

14/3/07  
*Asmita Geyen*  
 Director



- ii) It is hereby agreed that "Time" for payment of aforesaid installment money will be essence of the contract and if the Purchaser fails to pay the price as per the above payment schedule, the Developer shall be entitled to cancel this agreement by refunding the earnest money or advance so received by him after deducting 5% of the total consideration money.
3. That, the Developer has already constructed the said building and also the said flat according to the building sanction plan of the Kolkata Municipal Corporation and the Developer is entitled to rectify/ amend the said Building Sanction Plan, save and except the said flat of the Purchaser .
4. That, the Developer shall deliver the said flat to the Purchaser which has already completed inhabitable condition and delivered within 18 months from this date of agreement.
5. That, the Purchaser has inspected the title of the owner and the Developer and has satisfied themselves with the same and shall not object or cancel this agreement on

M/s. SURESH REAL ESTATE

  
Anurag Kumar  
Proprietor

the ground of the defective title of the Owners and the Developer.

That, the Developer shall provide the necessary amenities such as 24 hours supply of municipal water, sewerage, drainage and electricity to the common utilities and also other common parts and portions for the beneficial enjoyment of the said flat.

6. That, the Purchaser shall have a right to use the common parts and portions of the said building more particularly described in the **SCHEDULE "C"** written hereunder and shall be liable to pay the common expenses to be decided by the Developer or the owners Association or the Syndicate of the owner from the date of taking possession of the said flat as mentioned in the **SCHEDULE - "D"** written hereunder.
7. That, the Developer shall execute and register the Deed of Conveyance to transfer the said flat including the proportionate share of land at the cost of the Purchaser through the Ld. Advocate to be appointed by the Developer and the Developer shall make the owner join as the party to the said Deed of Conveyance for

W/o. S. S. S. S. CONSTRUCTION

*Asuntin Geyler*  
Proprietor

transferring and conveying the undivided proportionate share of land described in **SCHEDULE - "A"** and for the purpose of preparation of such Deed of Conveyance and Registration of the same, the Developer do hereby appoint **Mr.** \_\_\_\_\_ (Advocate).

8. That, the Developer shall construct the said flat with good quality and best class - I materials and with good workmanship to that and notwithstanding anything contained herein above, either of the parties shall have a right to sue for specific performance of contract against the party who is defaulter in performing his obligation as per this agreement.
9. That, any extra work which is not mentioned in the specifications shall be charged extra, if the extra work is done at the request of the Purchaser and the charge for extra work shall be paid together with the amount of last installment mentioned herein above and be it mentioned that no outsider or other contractor shall be allowed to execute the said extra work or any other works inside the flat till be possession of the said flat

FOR SPECIAL AGENT IN CHARGE

*Asim B. Guler*  
 Director

handed over to the Purchaser after receiving full payment of price.

10. That, the Purchaser shall be entitled to inspect the construction work, but, not be entitled to interfere in to the construction work of the building and flat, and the decision of the Architect / LBS to be appointed by the Developer shall be final relating to the standard and quality of materials and construction work.
11. That, the Purchaser shall pay the proportionate share of common expenses for the maintenance of the building as mentioned in the **SCHEDULE "D"** and other statutory rates and taxes of the premises from the date of taking possession of the flat or the date of registration of the Deed of conveyance which is earlier on and after getting mutation of the said flat and the Purchaser shall pay the tax directly to the Kolkata Municipal Corporation and the common expenses and maintenance charges either to the Developer or to the House Owners' Association.
12. That, the Purchaser shall be entitled to install electric meter into the electric meter room in respect of the said

M/S. CRE...  
*Asim M. G...*

flat in his name at his own cost or shall pay the cost of expenses and security deposit to the Developer for installation of electric meter exclusive of the aforesaid price. It is agreed that the Developer shall bear the expenses for installation of main electric service line and common electric meter for common purposes.

13. That, the Purchaser shall use the said flat for residential purposes and shall not do or cause to be done any act, deed and things which will cause annoyance and nuisance to the other flat owners/occupiers or damage to the building and shall not throw any garbage or rubbish or refuses in the common areas / place.
14. That, after paying full price as mentioned herein above, the Purchaser shall be entitled to undertake interior decoration of the said flat without damaging the common walls and common parts and portions of the building and shall not change the elevation and colour scheme of the outside wall of the building.
15. That, the Purchaser shall not alter or change any pipe lines, fittings and fixtures or any walls, sewerage lines in the common areas of the building.

M/S. ORION CONSTRUCTION

*Asmita Ghosh*  
Project Manager

16. That, the ultimate roof of the building shall be remained as common to the Purchaser and the other occupiers / flat owners and the maintenance of the roof shall be common to all the occupiers of the building including the Purchaser.
17. That, the Purchaser shall join as a member of the House Owner's Association of the said building / premises and pay the share of cost for the formation of such House Owners Association.
18. That, the Purchaser shall be entitled to secure / obtain house building loan from any recognized financial institution for purchasing the said flat and the Developer shall co-operate with the Purchaser for securing / obtaining such house building loan.
19. That, save and except the said flat of the Purchaser, the Developer shall be entitled to make other flats / spaces of the said building by deviating the said plan at his own cost and risk and observing the rules of the Kolkata Municipal Corporation.
20. That, the Purchaser shall deposit the cost of registration expenses of the Deed of Conveyance / Sale to the

M/s. SRI LAKSHMI REAL ESTATE DEVELOPERS

*Asmita Ghosh*  
Developer

Developer at least before seven days from the date of registration of such Deed of Conveyance.

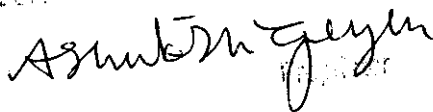
21. That, after taking possession of the said flat the Purchaser shall keep the same in good repairing and habitable condition and also regularly pay the proportionate share of maintenance of the said building to the Developer or the House Owner's Association of the said premises and in default of payment of such share of maintenance cost, the said flat shall be kept as a charge to the Developer or the House Owner's Association of the premises.
22. That, if the Developer fails and/or neglects to construct the said flat and/or to execute and register the Deed of Conveyance, inspite of the readiness and willingness of the purchase to purchase the same by paying the entire price or, if the title of the property is found defective, in that event, the Purchaser shall be entitled to cancel this agreement by notice and the Developer shall refund the entire advance money so received by him with interest @ Nationalized Bank interest.

M/s. S.P. E. C. & Co. Pvt. Ltd.

*Arshad Gajdar*  
Proprietor

23. That, if the Purchaser fails to pay the installment as mentioned hereinabove or neglects to purchase the said flat without any reason, in that event, the Developer shall be entitled to rescind or cancel this agreement by three months notice and refund the entire advance money so received by him after deducting @5% of the total consideration money towards the expenses and damages for the preparation of this agreement and other documents.
24. That, the owners do hereby confirm this agreement and agree to execute and register the Deed of conveyance at the request of the Developer to transfer the undivided share of land of the premises unto and in favour of the Purchaser as the nominee of the Developer at the cost of the Purchaser.
25. That, both the Developer and the Purchaser do hereby declare and agree that the owner shall not be made liable and / or be matted with any financial liability for non-performance of any obligation to be performed either by the Purchaser or the Developer.

M/s. DTP

A handwritten signature in black ink, appearing to read "Ashutosh Geyan". The signature is written in a cursive style and is positioned below the printed text "M/s. DTP".



**SCHEDULE "A" REFERRED TO AS ABOVE :**

(Description of the Land/Premises)

**ALL THAT** piece and parcel of land measuring about 6 Cottahs 10 Chittaks 15 square feet be a little more or less situated at and lying in Mouza Mouza Purba Barisha, Paragana Khaspur, now under the present zamindar the state of West Bengal represented by South 24 Parganas District Collectorate Touzi No. 239, J.L. No. 23, R.S. No.- 43, comprised in Dag No. 777, under Khatian No. 1578 being Municipal Premises No.91, Sodepur Road KMC Ward No. 122, P.O. & P.S. Haridevpur, Kolkata - 700 082, ADSR Behala, District - South 24 Pargana and butted and bounded as follows :-

**ON THE NORTH** : 12' ft. Wide common passage;  
**ON THE SOUTH** : Property of Nagendra  
 Chakraborty;  
**ON THE EAST** : Property of Kali Mohan Saha;  
**ON THE WEST** : Property of Jagadish Saha;

**SCHEDULE "B" REFERRED TO AS ABOVE :**

**ALL THAT** piece and parcel of a self contained flat (vitrified tiles floor) being Flat No. \_\_\_\_\_ measuring about \_\_\_\_\_ **Square feet** (SBA) consisting of \_\_\_\_\_ bedrooms, \_\_\_\_\_ dining-cum-kitchen, \_\_\_\_\_ toilets and \_\_\_\_\_ verandah, on the

W/2011/2012

*Asim Ghosh*  
 Deputy Collector

\_\_\_\_\_ side of the \_\_\_\_\_ Floor of the building (with lift facilities) to be constructed upon the **SCHEDULE "A"** property together with the proportionate share of land of the said **SCHEDULE "A"** altogether the common right to use the path and portions of the building particularly described in the **SCHEDULE "C"** written hereunder.

**SCHEDULE "C" REFERRED TO AS ABOVE :**

(The Common Portions)

1. Entrance and exist and roof of the building.
2. Boundary walls and main gate (except 4' passage on the northern side of the building).
3. Entrance lobby, electric utility space,
4. Water pump space,
5. Staircase landings and lift landing on ground floors,
6. Septic tank, Drainage and sewerage lines and other installation for the same except only those which are installed within the exclusive of any unit exclusively for its use.
7. Electric sub-station and electrical wirings and other fittings excluding only those as are installed within the exclusive area of any unit exclusively for its use.

Asmukh Gajjar

8. Water pumps, water reservoir, together with all common plumbing installation for carriage of water excluding only such parts of installations and fittings as are exclusively with and for the unit.
9. Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or around the land and buildings are necessary for passage to and / or user of the units in common by the co-owners.
10. The ultimate roof and the attick.
11. The Area of common portion may be varied or decreased as per the further modification and/or change of the plan for making further construction.

**SCHEDULE "D" REFERRED TO AS ABOVE :**

(Common expenses to be borne proportionately by all the occupiers of the building including the owner after completion)

1. The expenses of maintaining, repairing, redecorating etc. of the building, gutters and rain water pipes of the building, water, pipes, sanitary pipes, gas pipes and electric pipes, wires and installation, under or upon the building and enjoyed or used by the Purchaser in common

M/S. GILF CO. PVT. LTD.

*Asuntun Geylan*

with the Owner and the other occupier/Purchaser and the main entrance, passage, landing and staircase of the building as enjoyed by the Purchaser or used by the Purchaser in common as aforesaid and the boundary walls of the premises and its compound etc.

2. The costs of cleaning and lighting the passage landing staircase, lift landing and other parts of the building and enjoyed or used by the Purchaser/s in common as aforesaid.
3. The costs of the decorating the exterior of the building.
4. The costs or the salaries of caretakers, clerks, bill collector, chowkidars, sweepers, malis, mistries etc. if any, to be appointed by the Association of the owner of the flat and before formation of such Association by the owner.
5. The costs of working and maintenance of light and service charges of the common areas and facilities.
6. The costs of working and maintenance of pump and equipments.
7. Municipal and other taxes and / or any levies.
8. Insurance of the building and pumps against all types of risks.

M/s. S. S. S. S.

  
Anurag Gupta  
Proprietor

9. Capital or recurring expenditure for replacement of all or any item comprised in the general common parts and portions and common facilities.
10. Common other expenses as necessary or incidental for the maintenance of the said building and/or other taxes until separately assessed.

**IN WITNESS WHEREOF** the PARTIES put their respective hands and seals on the day, month and year above written.

**SIGNED, SEALED AND DELIVERED**

in presence of **WITNESSES** :

1.

2.

**SIGNATURE OF THE OWNER**

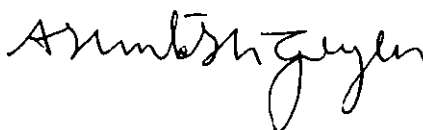
**SIGNATURE OF THE PURCHASER**

Drafted by :

**SIGNATURE OF THE DEVELOPER**

Advocate  
Alipore Judges' Court,  
Kolkata - 700 027  
Computer typed by :

Alipore Judges' Court,  
Kolkata - 700 027.



**MEMO OF CONSIDERATION**

Received on and from the within named Purchaser by the within named Developer the within mentioned sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only being the advance or earnest money as per memo below :-

<u>Particulars</u>	<u>Amount(Rs.)</u>
Cheque being No. _____ dated _____ drawn on _____ Bank, _____ Branch.	..
	Total Rs. _____ =====


**(TOTAL \_\_\_\_\_ ONLY)**

**WITNESSES:**

1.

2.

**SIGNATURE OF THE DEVELOPER**

  
 \_\_\_\_\_  
 PROJECT \_\_\_\_\_