

**THIS AGREEMENT FOR SALE** is made on this        day of  
2019 BETWEEN **M/S SUNRISE CONSTRUCTION,**  
having (**PAN- ACAFS8324H**) a partnership firm having its office  
at 316, New Jessore Road (South), P.O. Madhyamgram, P.S.  
Madhyamgram, Kolkata-700129, District : 24-Parganas(North)  
represented by its two partners **MOHIDUL ISLAM** having **PAN -**  
**AANPU158E**, son of Abdul Ohab, residing at Beliaghata Bridge,  
Mathpara, Dogachhiya, P.S. Deganga, Pin-743423, District : 24-  
Parganas(North), AND **SRI ASHIM KUMAR SARKAR** having  
**PAN-AMAPS7120D**, son of late Birendra Nath Sarkar, residing at  
Bidhan Pally, Bidhan Sarani, P.O. and P.S. Madhyamgram,

District : 24-Parganas(North), Kolkata-700129 hereinafter called the **VENDORS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns etc.) of the **ONE PART:**

**AND**

\_\_\_\_\_PAN\_\_\_\_\_son of\_\_\_\_\_  
\_\_\_\_\_residing at\_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs executors, administrators, legal representatives and assigns) of the **OTHER PART:**

**WHEREAS** the Vendors purchased the said land as described in the Schedule "X" to this present by a registered Deed of Conveyance dated 29.09.2016. Said Deed was registered in the office of Additional District Sub-Registrar at Barasat and recorded in Book No.1, Volume No. 1503-2016, at pages 198713 to 198814 as Deed No. 150307532 for the year 2016.

**AND WHEREAS** a partition deed no. 1891 was executed and heirs of Gostha Behari Mondal( five sons of Gostha Behai Mondal) got 29 satak. Kamal Kumar Mondal got 5.80 satak

being heirs of Gostha Behari Mondal ( 29 satak divided by 5 sons).

**AND WHEREAS** Nirmal Kumar Mondal and Swapan Kumar Mondal gifted their share 1 cottah 5 satak 7 square ft. by virtue of a gift deed no.4247 on 19.9.2000 which was registered before A.D.S.R Barasat 24 Prganas(North). Therefore, Kamal Kumar Mondal seized and possessed more or less 4 cottah 12 chitak 41 sq.ft.

**AND WHEREAS** during the period the sons of Gostho Behari Mondal filed a suit for partition against the other co-sharers before the learned 1<sup>st</sup> Assistant District Judge at Barasat which was registered in Title Suit No. 463 of 2001.

**AND WHEREAS** said suit was decreed in final form on 19.08.2002.

**AND WHEREAS** in terms of the said decree Kamal Kumar Mondal got 04 cottahs 07 chittaks and 23 sq.ft. at Dag No. 1139 under Khatian No. 97 at Mouza Doharia.

**AND WHEREAS** while Kamal Kumar Mondal was seized and possessed the said property died intestate on 02.02.2013 leaving his wife Kabita Mondal one son Sri Kajal Mondal and one daughter Keya Halder as his heirs.

**AND WHEREAS** while Kabita Mondal, Kajal Mondal and Keya Halder seized and possessed their said land measuring 04 cottahs 07 chittaks and 23 sq.ft. and due to maintenance of the

said land they presented Power of Attorney to Mr. Susanta Gyan and Tapan Ballav on 23.11.2015 and the said power of attorney was registered at Barasat Sub Registry vide Deed No. IV 0878. having actual physical measurement 03 cottahs 10 chittaks and 12 sq.ft. which is on the adjacent east of the plot of land as described in Schedule "X" hereunder and declared to sale the same.

**AND WHEREAS** in response to the said declaration this Vendors purchased the same by a registered Deed of Conveyance dated 02.12.2016. Said Deed was registered in the A.D.S.R. Barasat and recorded in Book No.1, Volume No. 1503-2016, pages 220212 to 220244, as Deed No. 150308351 for the year 2016. The description of the said plot measuring 03 cottahs 10 chittaks and 12 sq.ft. is described in the Schedule "Y" hereunder.

**AND WHEREAS** after purchase of the said two adjacent plot the Vendors amalgamated both the plots and the measurement of the plot became 16 cottahs 15 chittaks and 44 sq.ft. As described in Deed in the Schedule "A" hereunder and hereinafter called the said plot.

**AND WHEREAS** after purchase of the said plot the Vendor mutated its name in record of Madhyarngram Municipality and got a plan sanctioned being No. **COM-42/MM/2018-2019** from Madhyarngram Municipality for construction of a ground plus four storied building in two blocks (Towers) one is the north and another in the south.

**AND WHEREAS** there are 44 flats and 21 car parking space in the said two Towers.

**AND WHEREAS** there is a children play area one on the south west side of the roof and a community hall for the common use of all the flat owners.

**AND WHEREAS** the construction of the building in accordance to the plan sanctioned by the Municipality is going on/has been completed/is about to complete.

**AND WHEREAS** Vendors declared to sole the flats with the amenities and common areas as described in the Schedule "C" hereunder.

**AND WHEREAS** in response to the said declaration the purchaser offered to purchase a plot on the.....side.....floor being flat No.....measuring.....sq.ft. as described in the Schedule "B" hereunder and hereinafter called ;the said flat at the settled price of Rs.....by the Vendor.

**AND WHEREAS** the Vendor agreed and accepted the said offer.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-**

1. That in pursuance of the said agreement and in consideration of the said sum of Rs.....  
(Rupees.....)only paid in full as per memo below we the purchasers to the Vendor the receipt whereof the Vendor doth hereby acknowledge and of and

from the same and every part thereof for ever release  
exonerate and discharge in favour of the Purchaser **ALL**  
**THAT** the flat No.....in the.....measuring  
about.....sq.ft. super built up area in the Northern/  
Southern tower together a garage as described in the  
Schedule "B" hereunder and hereinafter called the said flat  
together with the proportionate importable share of land as  
described in the Schedule "A" hereunder with single of user  
of the children play area, community hall in the northern  
tower together with right of user of the common areas,  
sanitary fittings, electrical connection, whatsoever thereof  
belonging in common and sorts of easement right and user  
of common passage and entrance including the areas and  
amenity which are necessary for the beneficial user of the  
said flat and all the fittings and fixtures doors windows,  
grills, whatsoever thereto belonging or occupied therewith  
in every manner, former or present right, title, liberties,  
privileges, easements, advantages, appendages and  
appurtenances whatsoever thereunto belonging or in any  
may appertaining to or usually held used occupied  
accepted enjoyed or reputed to belong or to be appurtenant  
thereto and all deeds pattahs, muniments writing and  
evidence of title whatsoever in any way exclusively relating  
to or concerning the said flat and hereditaments **TO HAVE**  
**AND TO HOLD** the same hereby granted transferred  
assigned assured and conveyed granted expressed or

intended so to be unto and to the use of the purchaser absolutely and forever as and for indefeasible title of inheritance in free simple in possession free from all encumbrances attachments charges liens lispendens, claims demands liberties and trusts whatsoever nevertheless subject to mutation and separation and payment of proportionate municipal taxes in respect of the said flat hereby sold conveyed and transferred.

2. The Vendor do hereby covenant with the purchasers as follows :-
  - a). Notwithstanding any act deed matter or thing whatsoever by the Vendor or his predecessor-in-interest done or executed or knowingly suffered to the contrary the Vendor is lawfully and absolutely suffered entitled to the said property and the hereditaments and acquired good right full power and absolutely authority and indefeasible title to grant, sell, transfer assign the said shop room hereby conveyed and transferred or expressed or intended so to be unto and to the use of the purchaser for a perfect title without any manner of disputes or hindrance of condition or use to trust or such other things to encumber or make void the same.
  - b). The Purchasers shall and may at all time hereafter peaceably and quietly own possess and enjoy the said flat hereby granted and conveyed and receive and realise all

rents issues and profits thereof with right to transfer by way of sell, lease, gift, mortgage will etc. without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming any estate right title and interest whatsoever from or under or in trust for the Vendor.

- c). The Vendor shall keep the purchaser free and clear freely clearly and absolutely acquitted exonerated this charged and released and save harmless and keep indemnified the Purchaser against all estates claims demands, charges mortgages lispendens hypothecations attachments and encumbrances whatsoever as made or suffered by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for the Vendor as aforesaid.
- d). The Vendor and all persons having lawfully or equitably claiming any estate or interest whatsoever in the said property hereditaments and premises hereby conveyed and granted or any part thereof from under or in trust for the Vendor shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and execute or cause to be done and executed all such acts deeds and things whatsoever for further better or more property assuring the said property unto and to the use of the purchaser according to the true intent and meaning of this presents as shall or may be reasonably required.



- e). The Vendor doth hereby further covenant with the purchaser that he will clear off all the dues of Municipal Tax upto the date of sale.
- f). That the Vendor shall co-operate purchaser and shall sign all papers and documents required by the purchaser for their smooth enjoyment of the said property and for mutation and separation of the said property in question in their favour in the records of the Kolkata Municipal Corporation.
- g). The Vendor shall also deliver khas, vacant and peaceful possession of the said property to the Purchaser simultaneously after receiving the entire consideration money or with the execution and registration of the Deed of Conveyance.

3. THE VENDOR AND THE PURCHASER FURTHER AGREED TO AS FOLLOWS ;-

- i). The undivided proportionate share in the land shall for all intents and purposes remain impartibly but such share or interest with the said property is transferable with right or absolute ownership.
- ii). The Purchasers shall make necessary applications for separation and mutation in respect of the said property in the records of the Municipality and shall make payments of

the Municipal taxes as applicable in respect of the said property.

- iii). The Purchaser shall have the right to enjoy twenty four hours water supply from the overhead tank and service of the security guard for twenty four hours.
- iv). The Purchasers shall pay cost of maintenance of pump installed for lifting water and underground water reservoir rain water pipes, drainage system lift guest posting ,cost for C.C.T.V. and also for rendering service for better and comfortable user of the flat.
- v). The Purchasers shall also enjoy the common areas and facilities more fully described in the Schedule "C" hereunder written with other occupiers of the said building.
- vi). The Purchasers shall maintain their flat with repair and decoration at their own costs and choice.

**SCHEDULE "A" ABOVE REFERRED TO**

**(Description of land)**

**ALL THAT** the plot of land measuring 16 cottahs, 15 chittaks and 44 sq.ft. appertaining to R.S. Dag No. 1139, under Khatian No. 97, J.L. No. 45, R.S. No. 132, at Mouza Dohania within P.S. Barasat now Madhyamgram at present within Ward No. 26 of Madhyamgram Municipality being holding No. 56, Old Jessore Road, P.O. Ganganagar, Kolkata-700132, District :24-Parganas (North).

On the North by :- 20 ft. Municipal Road

On the South by :- 7 ft Municipal Road

On the East by :- The land under Dag No. 1139

On the West :- 7ft Municipal Road

**SCHEDULE "B" ABOVE REFERRED TO**

**ALL THAT** one flat measuring.....sq.ft. being No.....on the.....side.....floor on the.....Tower and one car parking space measuring.....sq. in the ground floor of..... tower together with undivided proportionate share of land as described in the Schedule "A".

**SCHEDULE "C" ABOVE REFERRED TO**

(COMMON AMENITIES AND FACILITIES FOR FLAT OWNERS)

1. Staircase on all the floors of the said building shall be used for all flat owners
2. Lift and space of the lift of the said building
3. Common passage on the ground floor
4. Water pump, Overhead water tank, water pipes and other common plumbing's installation of the said flat
5. Drainage and sewerage

- 6.** Motor pump sets and pump house
- 7.** Boundary wall and main gates
- 8.** Space for electric meter installation for the said flat
- 9.** Such other equipment, installations, fixtures, fittings and spaces in or within the same building comprised within the said premises as are necessary for passages to the users and occupiers of the flat.
- 10.** A Community hall on the ground floor.
- 11.** A children play area on the roof.

**IN WITNESS WHEREOF** the Vendor and the Purchaser have signed this Deed of Conveyance on the day month and year first above written.

**WITNESSES:**

1.

**SIGNATURE OF THE VENDOR**

2.

**SIGNATURE OF THE PURCHASER**

Drafted by me  
SOUMEN BISWAS

Advocate,  
High Court, Calcutta.

**MEMO OF CONSIDERATION**

Particulars

Amounts

Total

\_\_\_\_\_  
\_\_\_\_\_

**WITNESSES:**

1.

**SIGNATURE OF THE VENDORORS**