



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

21AB 296682

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made this the day of
....., Two Thousand Nineteen (2019)

16 MAR 2018

13225

No.....Rs. **10/-** Date.....

Name: *Karmakar Enterprise,*

Address: *M/12, Bijoygarh, Kalkala - 32.*

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol-27

16 MAR 2018

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Two Thousand Nineteen (2018)

B E T W E E N

[1] **UMA KARMAKAR** (PAN : AJXPK8620L), wife of Kamal Chandra Karmakar, by faith Hindu, Indian, by occupation Housewife, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata-700092, [2] **KAMAL CHANDRA KARMAKAR** (PAN : AGAPK4391E), son of Late Jitendra Nath Karmakar, by faith Hindu, Indian, by occupation Business, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata-700092, hereinafter referred to as the '**OWNERS**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** represented by their constituted attorney **KARMAKAR ENTERPRISE**, a Proprietorship Firm, having its office at 11/12, Bijoygarh, P.O. Jadavpur University, P.S. Jadavpur, Kolkata-700032, represented by its proprietor **Kamal Chandra Karmakar** (PAN : AGAPK4391E), son of Late Jitendra Nath Karmakar, by faith Hindu, Indian, by occupation Business, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata-700092, by virtue of a Register Power of Attorney dated 20/08/2018, which was registered at the office of District Sub-Registrar-IV at Alipore and entered in Book No. I, Volume No. 1604-2018, Pages from 151653 to 151678, being No. 160405202, for the year 2018.

A N D

..... [PAN :],
, by faith Hindu, Indian, by
 occupation residing at

hereinafter called and referred to as the '**PURCHASER**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his/her/their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

KARMAKAR ENTERPRISE, a Proprietorship Firm, having its office at 11/12, Bijoygarh, P.O. Jadavpur University, P.S. Jadavpur, Kolkata-700032, represented by its proprietor **Kamal Chandra Karmakar** (PAN : AGAPK4391E), son of Late Jitendra Nath Karmakar, by faith Hindu, Indian, by occupation Business, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata-700092, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include his successors, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS by an Indenture of Sale dated 10.05.2013 registered before the A.D.S.R. Sonarpur, Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 12, Pages 4853 to 4867, being No. 5669 for the year 2013, Kamal Chandra Karmakar and Uma Karmakar, mentioned therein as Purchasers and Debasish Pailan & Subhasish Pailan, mentioned therein as Vendors, the said Debasish Pailan & Subhasish Pailan sold, conveyed and transferred all that piece or parcel of land measuring 7 cottahs 10 chittacks and 30 sq.ft. be a little more or less out of Dag No. 21 & 24, Khatian No. 52/5, 671 Mouza - Rajpur, J.L. No. 55, Touzi No. 250, within Rajpur Sonarpur Municipality, Sub-Registry

Office at Alipore, Dist. 24-Parganas, the particular of such property more fully mentioned in the Schedule thereto.

AND WHEREAS being the absolute owners of the said land, the said Uma Karmakar and Kamal Karmakar mutated their name in the office of the Rajpur Sonarpur Municipality in respect of the said land, which has since been known and numbered as Municipal Holding No. 35, Ramchand Dey Street, P.S. Sonarpur, under Rajpur Sonarpur Municipality, Ward No. 26, (formerly 24), Kolkata 700103 upon payment of taxes thereto.

AND WHEREAS the Owners have decided to develop the said land and premises by way of constructing a building comprising of several self contained flats, and was accordingly in search of a developer who would be in a position to execute the said work of development with his / their own men, materials and finance.

AND WHEREAS the Developer has decided to take the project for construction of multistoried building on the said plot of land at their own costs and the Owners have agreed and accepted the said proposal upon terms and conditions as agreed upon hereunder.

AND WHEREAS with a view to develop the said property, the Owners herein entered into a Development Agreement, dated 20.08.2018, registered at D.S.R.-IV, Alipore, vide Book No. I, Volume No. 1604-2018, Pages from 150908 to 150942, Being No. 160405198, for the year

2018, with the Developer herein for development of the said land measuring 07 Cottahs 10 Chittak 30 sq. ft. be the same a little more or less, for construction of a G+IV storied building at the cost of the Developer herein after demolishing the existing structure thereon & obtaining a sanctioned building plan from the Rajpur Sonarpur Municipality vide **Sanction No. 95/CB/26/55, dated 13/07/2019** under certain terms and conditions contained therein.

AND WHEREAS by the said Development Agreement and Development Power of Attorney, the Owners herein have confirmed the Developer inter alia right to construct & negotiate for sale the said Developer's allocation to any person or persons, its nominees, wherein to purchase undivided proportionate share in the land and the flats, car parking spaces and other spaces to be constructed at the said premises and to receive the part and full consideration money there from.

AND WHEREAS the Owner and the Developer herein declared for absolute sale under ownership apartment system out of the Developer's allocation, the flats, car parking spaces and other spaces and the Purchaser herein being satisfied with the right, title and interest in the said property of the Owners and the Developer, proposed to purchase a flat, being **Flat No., on the floor at the side measuring sq.ft. super built up area** be the same a little more or less of the said building with right to use and enjoy in common the common areas and facilities to be provided in the said building with other owners and occupiers of the said

premises together with undivided proportionate share in the said land, more fully described in the Second Schedule hereunder written, at the total fixed price or consideration of Rs...../- (Rupees only) and the Owners and the Developer herein agreed to sell the said flat at the said consideration to the Purchaser herein.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the Parties hereto as follows : -

01. The Owners and the Developer hereby agreed to sell and the Purchaser herein agreed to purchase the undivided proportionate share in the land as mentioned in the First Schedule below together with the said self contained flat being **Flat No. on the floor at the side of the building measuring sq. ft. super built up area** be the same a little more or less out of the Developer's allocation more fully described in the Second Schedule hereunder written at a total fixed price or consideration of Rs./- (Rupees only).
02. The Purchaser shall pay the said consideration money or price of the said flat to the Developer in the following manner : -
 - a) Rs./- Booking Money – on the day of agreement
 - b) Rs./- Booking Money
 - c) Rs./- At the time of registration of the agreement for sale (by bank loan)
 - d) Rs./- At the time of starting of flooring work
 - e) Rs./- During possession

03. That if after payment of the said advance money, the Purchaser fails to pay the aforesaid installment within the time specified above, in that event the Developer as well as the Owners shall be entitled to cancel this agreement and dispose of the said flat in any manner they like and the Purchaser shall however in that event getback the money he/she/they had deposited without any interest thereon after deduction of 10% of the said consideration (i.e. price of the flat) paid as liquidated damages after selling the said flat to any other party.

04. The Developer shall complete the construction of the said flat as per the sanctioned plan approved by Rajpur Sonarpur Municipality & specification as mentioned in the Fifth Schedule hereunder so as to fit for occupancy and deliver possession on or before from the date of this agreement unless prevented by any reasonable causes beyond the control of the Developer like natural calamities, strikes, accidents or shortage of supplies of building materials and in this case the Purchaser shall not be entitled to cancel this agreement or to claim any interest or damage or compensation whatsoever.

05. Upon a marketable title to the said property mentioned in the First Schedule below, being made out by the Owners as aforesaid and upon complying with other obligations hereunder by the Developer, the Purchaser shall be bound to complete the purchase of the second schedule mentioned flat within the said stipulated time.

06. That upon receipt of the full consideration money as agreed hereunder, the Owners and the Developer shall execute and register a lawful deed of sale in favour of the Purchaser in respect of the Second Schedule mentioned flat and shall also handover/deliver the vacant possession of the said flat to the Purchaser.
07. The Purchaser shall bear all the legal expenses for preparing the deed of sale i.e. stamp duty, registration fees and other incidental expenses thereto and the professional fees for advocate appointed by the Developer, which will be deposited to the Developer before 7 days of the expected day of registration of the deed of sale.
08. Nothing in this agreement shall be construed to confer upon the Purchaser any right, title and interest of any kind into or over the said building or any part thereof, such confirmation will take place only after the execution and registration of proper deed of sale, which would be executed and registered in favour of the Purchaser, where proportionate share or interest in the land and the flat would be conveyed to the Purchaser.
09. In case the Developer is unable to give possession of the said flat and complete the sale within the time as specified hereinabove, in that event the advance money and other subsequent payment, if any would be made, the Developer shall refund to the Purchaser with 12% interest per annum and/or the

Purchaser may sue the Developer for specific performance of contract.

10. The Purchaser hereby agrees to be a member of the Apartment Owners Association to be formed in the manner hereafter appearing and also from time to time and at all times to sign and execute the application for registration of the said association including the bye laws of the proposed Apartment Owners Association.
11. The Developer undertakes to make arrangement for installation of separate electric meter for the flat to be purchased by the Purchaser and the Purchaser also agrees to pay the amount for such installation of separate (own) electric meter.
12. The Purchaser shall bear the maintenance charges proportionately including electrical charges for the common services.
13. The purchaser shall use the said flat solely for residential purpose and for no other purpose. The purchaser shall not make or cause to be made any disturbance or annoyance to the owners & occupiers of the other flats & car parking spaces in the said building or the owners and occupiers of the neighboring properties.
14. Later the Developer may construct the said building upto G+V storied obtaining the permission from the Rajpur Sonarpur

Municipality. But the top roof right will remain equally with all the flat owners of the building. In that case, the Purchaser will not have any objection to this matter.

15. That the terms and conditions contained in this agreement shall be fully binding upon both the parties and other respective heirs, executors, legal representatives and assigns.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a peace and parcel of land measuring 7 cottahs 10 chittacks and 30 sq.ft. be the same a little more or less out of Dag No. 21 & 24, Khatian No. 52/5, 671, Mouza – Rajpur, J.L. No. 55, Touzi No. 250, known and numbered as Holding No. 35, Ramchand Dey Street, P.S. Sonarpur, under Rajpur Sonarpur Municipality, Ward No. 26 (formerly 24), Kolkata 700103, District: South 24 – Pgs. being butted and bounded as follows :

ON THE NORTH	:	R.S. Dag No. 24 (Part)
ON THE SOUTH	:	16' ft. Common Passage
ON THE EAST	:	12' ft. Common Passage
ON THE WEST	:	R.S. Dag No. 21 (Part) & R.S. Dag No. 23

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the self contained marble/vitrified tile flooring flat being **Flat No., on the floor at the side measuring sq.ft. super built up area** be the same a little more or less consisting of three Bedrooms, one Drawing cum Dining, one Kitchen,

one Toilet, one W.C. and one Balcony including the proportionate share or interest in the common areas provided in the said building together with undivided proportionate share in the beneath land situated at and being Holding No. 35, Ramchand Dey Street, P.S. Sonarpur, under Rajpur Sonarpur Municipality, Ward No. 26 (formerly 24), Kolkata 700103, more fully described in the First Schedule herein above written and the said flat specifically shown and delineated in the map or plan marked with RED BORDER line.

THIRD SCHEDULE ABOVE REFERRED TO

Common areas and facilities mentioned in this agreement shall include :

- a) The foundation, columns, girders, beams, supports, main walls, corridors, lobbies, staircase, stairways, landing, side space, boundary wall, entrance & exit and roof of the building.
- b) The installation of common services such as power, light, water, drainage and sewerage line.
- c) The underground and overhead water tank, septic tank, water pump-motor, water pipes and tap water connection, electrical equipments, apparatus and installation existing for common use.
- d) All other common parts of the property necessary or convenient to its existence, maintenance for common use.
- e) The lift (capacity- six person) will be provided for common use.

FOURTH SCHEDULE ABOVE REFERRED TO

Common expenses to be paid proportionately by the Purchaser to the owners's association on taking possession or registration of the said flat as follows :-

1. The expenses for maintaining, repairing, redecorating, etc. of the building, gutters, rain water pipes, sanitary pipes, electric pipes, wires and installations in under or upon the said building and enjoyed or used by the Purchaser hereto in common with other owners and occupiers of the said building.
2. The cost of the cleaning and lighting the passage, landing, staircase and other parts and portions of the building and enjoyed or used by the Purchaser hereto in common as aforesaid.
3. The cost for maintenance of the lift.
4. The cost of decorating the exterior of the building.
5. The cost of salaries of sweepers, caretaker etc.
6. The cost of working and maintenance of pump motor, tap water equipments, light and service charges.
7. Capital or recurring expenditure for replacement of all or any item comprised in the general common parts and portions and common facilities.

FIFTH SCHEDULE ABOVE REFERRED TO

Details of 'SPECIFICATION OF CONSTRUCTION' is mentioned in the ANNEXURES attached with this agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED & DELIVERED

IN PRESENCE OF :-

1.

As Constituted Attorney of
the OWNERS

2.

DEVELOPER

PURCHASER

Memo of Consideration

RECEIVED from the within named Purchaser the within mentioned sum of Rs./- (Rupees Only) as and by way of advance out of the total consideration money of the second schedule mentioned flat & car parking space, paid by the Purchaser as per memo below :

<u>Cheque No.</u>	<u>Date</u>	<u>Bank</u>	<u>Branch</u>	<u>Amount</u>
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Rupees Only.

WITNESSESS : -

1.

DEVELOPER

2.

SPECIFICATION OF CONSTRUCTION

ANNEXURE - I

- GENERAL** : The R.C.C. structure of the building will be designed as per instruction of the architect.
- FOUNDATION** : P.C.C. (1:3:6), 3" thick in levelling course for foundation bedding. Backfilling by excavated earth & plinth filling by silver sand.
- D.P.C.** : 25mm thick D.P.C. in (1:1:2) mixed with Cico water-proofing compound in all portion of the building.
- R.C.C. WORK** : Providing and laying concrete mix (1:2:4) with reinforcement as per design in column beams, lintels, floor beams, roof, stair case, chajja, drop wall etc.
- BRICK WORK** : All exterior brick-work will be 8" thick of approved quality brick with C.M. (1:6), all partition will be 5" & 3" thick of approved quality brick with C.M. (1:3).
- FLOOR BEDDING** : P.C.C. (1:3:6) floor bedding, 4" thick (average over brick flat soling with third class picked at ground floor).
- FLOOR FINISHING & SKIRTING** : White marble (size - 2 ft X 2 ft) / Vitrified Tiles flooring & skirting in all the rooms. The skirting will be 5" high from the floor finished.

ANNEXURE - II

- KITCHEN** :
- a) Kitchen platform will be of black stone (thickness - 18mm - 25mm) with green marble finished.
 - b) Dado will be upto window level with white glazed tile over the Kitchen platform.
 - c) White marble (size - 2 ft X 2 ft) / Vitrified Tiles flooring.
 - d) The skirting will be 5" high from the floor finished.
 - e) 1 S.S. sink with a tap.
 - f) extra 1 tap below the platform.
- TOILET / W.C.** :
- a) White marble (size - 2 ft X 2 ft) flooring.
 - b) The skirting will be 5" high from the floor finished.
 - c) Dado will be upto window level with white glazed tile.
 - d) 1 white commode with flush (Hindusthan) in both toilet & w.c.
 - e) 1 shower (C.P.) in both toilet & w.c.
 - f) 2 nos. C.P. Bib. Cock in both toilet & w.c.
 - g) 1 gun shower in both toilet & w.c.
 - h) 1 wash basin (14" X 18") of white colour (Hindusthan) in toilet.
- VERANDAH** :
- a) White marble (size - 2 ft X 2 ft) / Vitrified Tile flooring.
 - b) Brick work with 1'-6" high S.S. Railing.
- STAIRCASE** :
- a) M.S. stair railing of 3' height from staircase floor finish.
 - b) Stair case floor will be of quota stone.
- DOORS AND WINDOWS** :
- a) Wooden door frame.
 - b) Wooden main door.
 - c) Commercial flush door(Thickness-32mm) with primer both sides.
 - d) 8" M.S. tower bolt from inside.
 - e) 1 hasp-bolt from outside.
 - f) Telescopic peephole.

Toilet Door

25mm thick P.V.C. door.

Window

Aluminium window with ornamental grill.

ANNEXURE - III

- WHITE WASH & COLOUR WASH** : a) Inside walls & ceiling will be of plaster of paris.
b) Stair wall will be of paris finished.
c) Outside painting will be of cement based paint of two coat.
- WATER SUPPLY** : Underground water source.
- ELECTRICAL WORK** : a) 2 light points, 2 fan point, 1 plug point (6A), 1 T.V. point,
(all electrical items will be I.S.I. Standard) 1 cable point, 1 telephone point, 1 fridge point, 1 washing machine point, 1 basin light point in the dining room.
b) 2 light points, 1 fan point, 1 plug point (6A) in each bedroom & 2 A.C. point in two bedroom.
c) 1 light point, 1 exhaust point, 1 aquaguard point, 1 mixture point, 1 micro-oven point in the kitchen.
d) 1 light point, 1 exhaust point, 1 geyser point and 1 plug point (6A) in the toilet and 1 light point, 1 exhaust point in the w.c.
e) 1 light point, 1 plug point in verandah.
f) Electrical bell point at the main entrance door.
g) All wiring will be concealed and as per existing regulations.
h) **Electric Meter**
The developer shall make an arrangement for installation of separate electric meter in each flat in the name of prospective buyers. The installation charge of meters of the WBSE is to borne by the buyers of the respective flat owners except the common meter.
- ROOF WORK** : a) 2" patent stone flooring on the top roof.
b) Roof will be covered with parapet wall of 2' height.
- EXTRA WORK** : Any other works other than specified item will be charged extra as per prevailing market rate to be done by the developer. No outside person will be allowed to do such extra work until and unless the purchasers of the flat take possession of the flat. No deviation of any nature will be entertained. Payments for extra work shall have to be paid before the start of the work.