

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this day
of day of November 2020 (Two Thousand
Twenty)

BETWEEN

SRI JHULAN KRISHNA KUNDU (PAN –AGMPK9979M), son of Late Anath Satish Chandra Kundu, by faith – Hindu, by Nationality – Indian, by Occupation - Retired, residing at Kalikapur, P. O. – Barasat, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700124, hereinafter called and referred to as the **“LAND OWNER”** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives) of the ONE PART. The owner herein being represented by their lawful constituted attorneys **“M/S. S G INFRACON”** a proprietorship firm having its registered Office at 11/3, K.B. Basu Road, P.O. & P.S.- Barasat, District - North 24 Parganas, Kolkata-700124, West Bengal represented by its sole proprietor **SRI SHANTANU GANGULY**, (having PAN - AGSPG8701E), (having Adhar No. 5109 2708 9815) Son of Salil Kumar Ganguly, by Nationality- Indian, by faith- Hindu, by occupation- Business, residing at 25A, K.B. Basu Road, P.O. & P.S.- Barasat, District - North 24 Parganas, Kolkata-700124, Presently 25/1 K B Basu Rd, PO+PS-Barasat, Kolkata 700124, (by way of a Registered Development General Power of Attorney, being No. 152503731, dated 09/07/2020 , registered before the office of D. S. R-III at Barasat, and copied in Book No. – I, Volume No.-1525-2020, pages from 106497-106519, of the **ONE PART**.

AND

“M/S. S G INFRACON” a proprietorship firm having its registered Office at 11/3, K. B. Basu Road, P.O. & P.S.- Barasat, District - North 24 Parganas, Kolkata-700124, West Bengal represented by its sole proprietor **SRI SHANTANU GANGULY**, (having **PAN - AGSPG8701E**), (having Adhar No. 5109 2708 9815) Son of Salil Kumar Ganguly, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 25A, K.B. Basu Road, P.O. & P.S.- Barasat, District - North 24 Parganas, Kolkata - 700124, hereinafter referred and called to as the **DEVELOPER / PROMOTER** (which

expression shall-unless excluded by or repugnant to the context be deemed to include their heirs, executors "administrators, representatives and assigns) of the **Second part.**

AND

(1) Shri (PAN NO) S/O is residing at , by faith -Hindu, by Nationality - Indian, by occupation - , hereinafter referred to as the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, representatives and assigns) of the **OTHER PART**

WHEREAS the Land Owner herein purchased all that piece and parcel of Land measuring an area of 06 Cottah or 10 Decimal be the same a little more or less, in under Pargana Anowarpur, Touji No. 146, Re Su No 146, Mouja - Banamalipur JL No. 80, RS Khatian No 68, RS Dag No 721, under Barasat Municipality, Ward No - 16, P. O. - Barasat , P. S.- Barasat, District - North 24-Parganas, Kolkata - 700124 from Sree Sumita Paul W/O Bana Bihari Paul on 4/11/1991 and the said Deed was registered with the office of A. D. S. R. - I, North 24 Parganas, copied in Book No. - I, Volume No. - 153, pages from 290 to 296, being No. - 11423 for the year 1991.

AND WHEREAS after purchasing the said land the present Land Owner herein got his name duly recorded in the records of present L. R. Settlement Operation, under L. R. Khatian No. - 2395, L. R. Dag No. - 3332, area of land 06 Decimals and he also got his name duly mutated in the office of local Barasat Municipality, under Ward No - 16, Holding No - 6, Taki Road North, and the present Land Owner herein has been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority, and

the said land is free from all encumbrances, charges, liens, mortgages whatsoever.

AND WHEREAS thus the Land Owner is absolutely seized and possessed or otherwise well and sufficiently entitled to the said property and the same is free from all encumbrances ALL THAT piece and parcel of land measuring about 06 (Six) Cottah more or less (hereinafter called and referred to as the "SAID PROPERTY") with all easements and appurtenances and enjoying the same with good right, full and absolute power of Ownership by paying usual taxes and rents thereof having every right to transfer the same to anybody in any way free from all encumbrances charges, liens, litigations or action whatsoever, which is more fully described in the First Schedule hereinafter written.

AND WHEREAS the land owners herein intended to construct a multi storied building over 4 Cottah out of 6 cottah of the property under instant agreement scheduled hereunder invited and offered the Second Part/Developers; who are the renowned developers having experiences of construction of multi-storied building etc. and who were granted the license of development, engaged in various development and construction of projects for years; to develop and construct a multi-storied building on and over the same. Thereafter on careful consideration of the offer of/by the First Part; the Second Part thus jointly considered, agreed and consented over the same and both the part hereto hereby mutually agreed to proceed with their understanding by virtue of development agreements.

AND WHEREAS one registered Development Agreements were executed by and between the Owners herein and with the Developer herein namely "M/S. S G INFRACON" a proprietorship firm having its registered Office at 11/3, K. B. Basu Road, P.O. & P.S.- Barasat, District - North 24 Parganas, Kolkata-700124, West Bengal represented by its sole proprietor **SRI SHANTANU GANGULY**, (having PAN - AGSPG8701E), (having Adhar No. 5109 2708 9815) Son of Salil Kumar Ganguly, by Nationality- Indian, by faith- Hindu, by

occupation- Business, residing at 25A, K.B. Basu Road, P.O. & P.S.- Barasat, District - North 24 Parganas, Kolkata-700124, which was registered at DSR-III Barasat recorded in Book -1, Volume No 1525-2020 Pages from 106405-106444 deed no 152503715 for the year 2020 and the owner herein also executed Registered Development General Power of Attorney, being No. 152503731, dated 09/07/2020 , registered before the office of D. S. R-III at Barasat, and copied in Book No. – I, Volume No.-1525-2020, pages from 106497-106519 in favour of the developer herein to carry on all necessary work on his behalf including enter into agreement for sale with any intending Purchaser/s and to execute Deed of Conveyance in favour of the intending Purchaser/s by the strength of the said Development Agreement, general power of attorney as well as to do all the work of construction, to enter into an agreement for sale and to sign in all agreement, deeds etc. in their name and on their behalf and other terms and condition as mentioned in the said Development agreement and General power of attorney .

AND WHEREAS the developer herein as per the terms & conditions of the said development agreements submitted a building plan on behalf of the owners and sanctioned the same from the Barasat Municipality, vide Plan No. , dated

AND WHEREAS in pursuance of the said plan sanctioned by the Barasat Municipality the Vendor/ Developer duly started the construction fully mentioned in the First Schedule hereunder written and has provided **a flat vide no on the Floor on the side measuring Sq. ft. super built up area more or less along with cemented flooring covered Garage vide no. , on the Ground Floor covered area measuring Sq. Ft more or less** which are under construction of the (G + 3) storied building (herein after referred to as the said Flat) for Sale to the intending Purchaser from the developers allocation wherein the owner and Developer will execute the Deed of Conveyance and also

the Agreement for Sale who will be entered into the Agreement for sale for the purchase of the said Flat in the said building.

AND WHEREAS the Purchaser herein relying on the representation of the Owners and the Developers as stated herein has agreed to purchase a **flat vide no. _____ on the _____ side measuring _____ Sq. ft. super built up area more or less along with cemented flooring covered Garage vide no. _____, on the Ground Floor covered area measuring _____ Sq. Ft more or less** which are under construction of the (G + 3) storied building (herein after referred to as the said Flat) at or for the price of Rs. _____ per. Sq. ft. total of **Rs. (_____)** only for Flat and **Rs. (_____)** only for Garage. So the total price of the Flat and Garage is **Rs. (_____)** only (The total price will be finalized after proper measurement) and Rs. _____ as extra for electric transformer.

NOW THIS DEED OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE PARTIES HERETO AS FOLLOWS;

That the Owners and the Developer will sell and the Purchaser shall purchase a **flat vide no. _____ on the _____ side measuring _____ Sq. ft. super built up area more or less along with cemented flooring covered Garage vide no. _____, on the Ground Floor covered area measuring _____ Sq. Ft more or less** of the (G + 3) storied building fully mentioned in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said Flat along with undivided proportionate impartible share or interest in the land underneath the said building together with ail easement rights over all the common parts and portions In the said building and premises fully mentioned in the FOURTH SCHEDULE hereunder written at a total consideration of **Rs. (_____)** only . It is pertinent to mention that if any circular shall be published by the Government that all Flat shall be sold by way of measuring carpet area in that case super built up area of above referred Flat shall be converted in to carpet area

and rate of the said Flat per square feet shall be calculated above referred total consideration money divided by carpet area of the said flat.

1. That out of the said total consideration the Purchaser has paid as earnest money a sum of **Rs.** () only by Partly Fund Transfer as part of the total consideration and the Vendor/Developer do hereby admit and acknowledge the receipt of the said sum, The balance amount of the sale consideration amounting to Rs. only shall be paid by the Purchaser strictly as per schedule VI from this date hereunder written.

2. That if the Purchaser fails and/or neglects to pay the balance amount within the time and in the manner as aforesaid on that event the Vendor/ Developer will be at liberty to cancel this Agreement and sell the said Flat to any third party without intimating the Purchaser and the earnest money paid by the Purchaser to the Vendor/ Developer, shall be refunded at the time of registration of the said Flat to the third party and upon such cancellation of Agreement the Purchaser shall have no right or vesting interest left over the said Flat and further shall have no right left to take any legal action against the Vendor/Dev.

3.. That the Purchaser on purchasing the Flat shall be entitled to sale, mortgage, lease, subject to the terms and conditions contained herein without the consent of the other co-owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchaser. Be it clarified that under no circumstances the Vendor/ Developer shall be liable to handover possession and/or cause registration of the said Flat to the Purchaser until all payment shall be made by the Purchaser in time and in the manner as mentioned hereinabove. The construction as well as Sale of the Flat shall be completed by 6 months from the date execution of Agreement for Sale, if fail the developer will return the earnest money without interest. But the purchaser will be bound to pay the amount as per sixth schedule.

4. The Purchaser has prior to the execution of this Agreement taken inspection of the sanctioned Building plan, and all other relevant documents on title to the said property and have satisfied and have accepted the title of the Developer and the Owners in respect of the said property and/or the building and agreed not to question the same and/or put any requisition henceforth with regard thereto in respect of either parties interest.

5. The Purchaser not to do anything whereby the Co-Purchaser/ Purchaser of the other portion of the building will be obstructed or prevented from quiet and exclusive enjoyment of their respective possession.

6. Once possession of the said Flat is handed over by the Vendor/Developer to the Purchaser, the Purchaser shall not be entitled to raise any objection as regards the quality of workmanship of the materials used for construction of the said flat and the building or any other matter in connection thereto nor anything with regard to the said fiat nor shall they make any claim in this behalf. It is hereby expressly agreed that the decision of the Architect of the Vendor/Developer of the said building as regard to the above i.e. Material, elevation specification and revision shall be final conclusive and binding upon the Purchaser.

7. The GST will be applicable as per guide line of the Govt. and the developer will collect the amount from the purchaser subject to the developer will be bound to deposit the said amount to the Govt.

8. That the elevation of the building may be changed in any circumstances.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring an area of 04 (Four) Cottah 06 (Six) Chittaks 30 (Thirty) Sq. ft., under Pargana Anowarpur, Touji No. 146, Re Su No 146, Mouja – Banamalipur, JL No. 80, RS Khatian No 68, RS Dag

No 721, L. R. Khatian No. – 2395, L. R. Dag No. – 3332 under Barasat Municipality, Ward No – 16, P. O. – Barasat , P. S.- Barasat, District - North 24-Parganas, Kolkata – 700124 which the newly proposed multistoried building (G+3) in the name and style of **SUMITRA MANSION** is to be constructed in accordance with the building plan sanctioned from the Barasat Municipality, which is butted and bounded as follows;-

On the North : 12 feet wide Municipal Road.

On the South : L/O Jhulan Krishna kundu

On the East : House of Bandan Das.

On the West : House of Nikhil Chandra Pain.

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the self-contained residential flat vide no on the on the side measuring Sq. ft. super built up area more or less along with cemented flooring covered Garage vide no. , on the Ground Floor covered area measuring Sq. Ft more or less are under construction of the (G+ 3) storied building within the limits Ward No – 16, Holding No – 6, Taki Road North, P. S. – Barasat A. D. S. R. O. – Barasat in the District of North 24 Parganas (erstwhile 24 Parganas), Kol. 124, together with the undivided proportionate share, right, title, interest, possession of the said land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress, at the said schedule property of the said building including roof right hereby agreed to sell and transfer by the Owners/Developer/ Confirming Parties to the Purchaser.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Cost of maintenance of common service & facilities)

Cost of maintenance, repairing, re-decorating etc. of the main structure and in particular the gutters, fresh and rain water-pipe drains, sewers, overhead water storage tanks, septic tank and electric wires, motors, generators

and other appliances and passages in or under or upon the building and enjoyed or used by the Purchaser in common with the other occupiers of the building and the main entrance, passages landings, staircases of the building enjoyed by the Purchaser or used by him in common as aforesaid.

1. Cost of cleaning and lighting the passages, landing, staircase and other parts of the building as enjoyed or used by the Purchaser in common as aforesaid.
2. Cost of working and maintenance of light and service charges.
3. Cost of maintenance and decorating the exterior of the building.
4. Municipal rates and taxes save those separately assessed.
5. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.
6. All charges and deposit for supply of common facilities.
7. All legal expenses appertaining to the maintenances and protection of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
8. All charges for maintaining the office for common purposes.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON RIGHT & FACILITIES)

1. The said land described in the First Schedule hereinabove written.
2. The foundation, columns, beams, supports main walls, stair, stairways and entrances and exits of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.
5. Staircase and lobbies.

6. Water Pump and meter together with the space required therefore, deep tube well, overhead tank and distribution pipes from the tank to different units and from deep tube well to the overhead tank.
7. Water and evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate of the said land.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Specification of the flats)

A. GENERAL

The building shall be RCC framed structure as per design of the consultant engineer.

B. BRICK WALL

All exterior brick work shall be 125 mm thick with bricks of approved quality in C.M. (1 :6). All portions shall be 75 mm thick with bricks of approved quality in C.M. (1 :4).

C. FLOORING SKIRTING

- a) All rooms and verandahs are laid with floor tiles 16"x 16" and skirting of 8" height and verandah railing 900 mm .
- b) Kitchen will have marble in floor.
- c) The toilet floors will be marble and dado of 6'-0" height by glazed tiles.

D. PLASTER

The outside and inside wall of the building will have plaster 8 mm thick (average) whereas the ceiling plaster will be 12 mm thick (average).

E. DOORS & WINDOWS

1) MAIN ENTRANCE DOOR

- a) Wooden Gamari door with both side primer
- b) Aluminum 9" long tower bolt from inside
- c) Electric bell connection

d) One Morlic Lock

2) OTHERDOORS

- a) All the doors should be flash door
- b) Aluminum tower bolt 9" long from inside
- c) One hatch bolt form outside for bedroom only

3) TOILET DOORS

- a) P.V.C. Door
- b) Aluminium tower bolt 6" long and handle from both side

4) WINDOWS

- a) Steel window glass panels 2 mm thick
- b) All windows shall be provided with sliding window with grill.

5) WALLFINISHES

- a) The building shall be painted externally with snowcemor Equivalent.
- b) The inside of the building shall have plaster of Paris only.

6) TOILETS

- a) White Colour one Indian type Pan or one commode.
- b) One Shower in Each toilet and two nos. of tap line.
- c) White Colour one wash basin at dining
- d) PVC Pipelines will be partly concealed type inside the toilet.
- e) Glazed Tiles up to 6' feet high

7) KITCHEN

- a) One cooking platform with black stone.
- b) Built in one black stone sink at kitchen.
- c) Dado on cooking platform with 3' high glazed tiles.

8) STAIR CASE

Staircase will be provided fixed glass panels 2 mm thick with steel frame for light as per design. Stair floor with have cast floor tiles.

9) ROOF

- a) LP.S. floor in proper slope will be provided over roof slab.

- b) 3' high parapet wall will be provided all around the roof slab.
- c) Suitable rain water PVC pipe for proper drainage of water from roof

10) ELECTRICAL INSTALLATION

- a) Electrical infrastructure, transformer and installation, electric meter should be installed by the developer/promoter but all expenses for that purpose will be borne by the land owners and other flat owners proportionately. (I e More or less Rs. 20,000/- for every flat owners)
- b) Two light points, one fan point, one power point and 3plug points in drawing and dining.
- c) One light points each in toilet and kitchen and oven power point in kitchen.
- d) One fan point, two light points and a plug points in each bedroom.
- e) One point for calling bell.
- f) All wiring will be concealed type with copper wire.
- g) Cabin room of electricity meter for entire building.

11) WATER SUPPLY

- a) Water supply from local Municipality
- b) The overhead RCC Reservoir, with an ejector pump will install.
- c) Water should be supplied through pipe line in each kitchen, bathroom, toilet, basin in dining cum living room.

12) LIFT FACILITY

- a) Available

THE SIXTH SCHEDULE ABOVE REFERRED TO

Total consideration of the flat vide no on the on the side
measuring Sq. ft. super built up area more or less along with cemented
flooring covered Garage vide no. , on the Ground Floor covered area
measuring Sq. Ft more or less, are Rs. () only.

1. Received as earnest money Rs () only by Fund Transfer fully mentioned in the Memo of Consideration.
2. After Completion of 1st slab purchaser will have to pay Rs. 20% of total amount to the developer.
3. After Completion of 3rd slab purchaser will have to pay Rs. 20% of total amount to the developer.
4. After Completion of brick works, the Purchasers will have to pay Rs. 20% of total amount to the developer.
5. After completion floor purchaser will have to pay Rs. 10% of total amount to the developer.
6. At the time of registration developer will complete the ready flat and Purchasers will have to pay of balance amount to the developer.

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

Signed, sealed and Delivered in As constituted attorney of SRI
presents of following :- Jhulan Krishna Kundu

WITNESSES :

1.

2.

Signature of the Owner

Drafted by :

Advocate

Signature of the Developer

Typed By:

Signature of the Purchasers

MEMO OF CONSIDERATION

Total consideration of the said flat vide no on the on the side
measuring Sq. ft. super built up area more or less along with cemented
flooring covered Garage vide no. , on the Ground Floor covered area

measuring Sq. Ft more or less, are Rs. () only approximately of the
said Multi-Storied building is to be payable by the Purchaser to the Developer
hereof in the manner as follows :

a) Received of only by fund transfer dt. dd/mm/yyyy **Rs.**

Signed, sealed and Delivered in As constituted attorney of **SRI Jhulan**
presents of following **Krishna Kundu**

WITNESSES :

1.

2.

Signature of the Owner

Signature of the Developer