

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT FOR SALE is made on this the ----- day of ----- in the year 201--
--(Two Thousand -----)

BETWEEN

M/s. ABASAN NIRMAN, a partnership firm having registered office at 48, West Ghoshpara Road, Kankinara, District – 24 Parganas (N) P.S. – Jagaddal, PIN – 743126 and representative by its Partners 1) 1) Mr. Falguni Debnath, S/o Late Madan Debnath, by faith Hindu, by occupation - Business, residing at 114/D/1, Muktapukur, Natunpara (Verigate), P.O. Talpukur, Kolkata – 700123 and 2) Smt. Sukriti Jaiswal, wife of Sri Ranjeet Kumar Jaishawal, by faith Hindu, by occupation - Business, residing at 48, West Ghoshpara Road, Kankinara, District – 24 Parganas (N) P.S. – Jagaddal, PIN – 743126, hereinafter called and referred to as the VENDOR and DEVELOPER (which expression shall unless excluded by or repugnant to the context to deemed to mean and include their heirs, executors administrators, legal representatives and/or assigns) etc. of the FIRST PART.

AND

Mr./Ms. -----, (PAN -), son/daughter of Mr. XXXXX, by occupation –XXXX, by occupation – XXXX, by faith XXXX, nationality – Indian, residing at xxxxxxxx Road, P.O. xxxxxxx, P.S. xxxxx, Dist – xxxxx, PIN – 700000, hereinafter jointly called and referred to as the “PURCHASERS” (which expression shall unless excluded by or repugnant to the context to deemed to mean and include their heirs, executors administrators, legal representatives and/or assigns) etc. of the SECOND PART.

WHEREAS Raghav Ghosh was the absolute owner of the property in respect of the scheduled property and died intestate leaving behind his son 1) Khagendra Nath Gosh, 2) Gopal Ghosh, 3) Nimai Ghosh and 4) Balaram Ghosh, 20, Station Road, Bhatpara. The said 1) Khagendra Nath Gosh, 2) Gopal Ghosh, 3) Nimai Ghosh and 4) Balaram Ghosh became the absolute owner of the scheduled property situated at 20, Station Road, Bhatpara, P.O. Bhatpara, Dist.- 24 Parganas (North), within the limit of Bhatpara Municipality, of L.R./R.S. Dag No. 1996, under Khatian No. 4428, 4452, 4573 and 4683, Mouza – Bhatpara, J.L. No. – 1.

AND WHEREAS Khagendra Nath Ghosh died intestate on 20.03.2000 leaving behind him surviving his son Sujit Kumar Ghosh and daughter Shipra Ghosh as his legal heirs and wife predeceased.

AND WHEREAS Gopal Ghosh died intestate on 05.01.2010 leaving behind him surviving his wife Maya Rani Ghosh, two daughter Swapna Ghosh and Sikha Ghosh and one son Sanjoy Ghosh as his legal heirs.

ABASAN NIRMAN

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Falguni Debnath

Partner

Sukriti Jaiswal

Partner

AND WHEREAS Balaram Ghosh died intestate on 05.03.1979 leaving behind him surviving his four son namely Gobinda Ghosh, Gouranga Ghosh, Sujay Ghosh and Suman Ghosh as his legal heirs and his wife predeceased.

AND WHEREAS Nimai Ghosh died intestate on 27.03.2008 leaving behind him surviving his wife Gouri Ghosh, one daughter Snigdha Ghosh and three son namely Kajal Ghosh, Swarup Ghosh, Sujay Ghosh and Suman Ghosh as his legal heirs and his wife predeceased.

AND WHEREAS the said 1)Sujit Kumar Ghosh, 2)Shipra Ghosh, 3)Maya Rani Ghosh,4)Swapna Ghosh, 5)Sikha Ghosh, 6)Sanjoy Ghosh, 7)Govinda Ghosh, 8)Gouranga Ghosh, 9)Sujay Ghosh 10)Suman Ghosh, 11)Gouri Ghosh, 12)Snigdha Ghosh 13)Kajal Ghosh, 14)Swarup Ghosh, and 15) Arup Kumar Ghosh became the absolute owner in respect of scheduled property by virtue law of inheritance as well as Hindu Succession Act, 1956.

AND WHEREAS M/s Abasan Nirman, Vendor herein, purchased from the said 1)Sujit Kumar Ghosh, 2)Shipra Ghosh, 3)Maya Rani Ghosh,4)Swapna Ghosh, 5)Sikha Ghosh, 6)Sanjoy Ghosh, 7)Govinda Ghosh, 8)Gouranga Ghosh, 9)Sujay Ghosh 10)Suman Ghosh, 11)Gouri Ghosh, 12)Snigdha Ghosh 13)Kajal Ghosh, 14)Swarup Ghosh, and 15) Arup Kumar Ghosh a plot of land measuring 9 Satak/decimals more or less together with one tile shed structure measuring 500sqft in R.S./L.R. Dag No. 1969, under Khatian No. 4428, 4452, 4573 and 4683, Mouza – Bhatpara, J.L. No. – 1 through a Registered Deed of Sale being No. 655, recorded in book No. 1, C.D. Volume No., written in pages from to and same was registered at R.A. IV, Kolkata on 18/05/2017 and mutated his name in the Settlement Record in respect of property and also recorded his name in the record of Bhatpara Municipality in Ward No., Holding No. 20, Station Road, and since then M/s Abasan Nirman has been seizing, possessing and enjoying the same with absolute right, title and interest without any disturbances and encumbrances from any corner whatsoever.

AND WHEREAS Mr. Sujit Kumar Ghosh, son of Late Khagendra Nath Ghosh and Mrs. Sipra GHosh wife of Sri Biplab Ghosh and daughter of Late Khagendra Nath Ghosh was the absolute owner of the another property in respect of the scheduled property after the demise of their father Late Khagendra Nath Ghosh on 29.03.2000 and mother Late Shanti Lata Ghosh of 07.12.1987.

AND WHEREAS M/s Abasan Nirman, Vendor herein, purchased the second land from a plot of land measuring 5 Satak/decimals more or less in R.S./L.R. Dag No. 1989, under the R.S. Khatian No. 1591 corresponding to L.R. Khatian No. 4918, Mouza – Bhatpara, J.L. No. – 1 through a Registered Deed of Sale being No. 8106 dated 20.09.2018, and same was registered at ADSRO Naihati on 20.09.2018 and mutated his name in the Settlement Record in respect of property and also recorded his name in the record of Bhatpara Municipality in Ward No. 5, Holding No. 20, Station Road, and since then M/s Abasan Nirman has been seizing, possessing and enjoying the same with absolute right, title and interest without any disturbances and encumbrances from any corner whatsoever.

AND WHEREAS M/s Abasan Nirman mutated its name in BLBLRO after purchasing the above both land measuring 14 satak.

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Partner

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Partner

AND WHEREAS during peaceful enjoyment over the said property the owner herein M/s **Abasan Nirman** intending to develop the plot of said land measuring 9 satak and 5 satak total measuring 14 satak, after taking proper building plan from Bhatpara Municipality constructed one multi storied building thereon for the sake of brevity the said land with multi storied building is to be hereinafter referred to and called as the "SAID PREMISES" more fully described in the **FIRST SCHEDULE** hereunder written.

AND WHEREAS the Developer/Owner has started the construction as per the sanctioned plan and other necessary work. The Purchaser has taken inspection of all relevant paper and documents of the First Schedule Property and satisfied about the papers to the premises and after satisfaction the Purchaser approached to the Developer/Owner to purchase of self-contained Flat being No. on floor at Side, measuring super built up area of Sqft more or less for total consideration of Rs.00,00,000/- (..... In word) only which the purchaser and the Developer/owner have agreed upon the terms and conditions as follows:-

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS follows:

TERMS AND CONDITIONS

- 1) The Purchaser shall pay the Developer/owner a sum of Rs.00,00,000/-(in word) only in the manner mentioned hereinafter towards all cost and expenses including the cost for construction and common portion of the said Flat to the Developer/owner.
- 2) It is mentioned that the Purchaser shall pay Rs.0,00,000/-(in word) to the Developer/owner as an advance at the time of execution of this agreement.
- 3) It is recorded that the Purchaser have taken the inspection the Deed and Documents relating to the said property and has made himself full conversant with the content thereof and has full satisfied as to the title of the Developer's/owner's rights to the said build/construction the said building and/or sell and/or transfer Flat of the said building.
- 4) The Purchaser shall pay to the Developer/owner the total towards the cost of expenses of the work of the said Flat and common portion/part of the building in SCHEDULE – C, written hereinafter.
- 5) The Developer/owner shall hand over the possession of the said Flat to the Purchaser within 3(three) month and also Developer shall be delivered to the Purchaser the completion certificate at own cost.
- 6) The Purchaser agree to pay to the Developer/owner the said amount strictly on the date as specified hereinafter SCHEDULE –C by the Developer/owner and the time in this behalf shall be essence contract.
- 7) If the Purchaser fails to make payment within 3(three) months from the due date of payment as specified hereinafter, the Developer/owner have the right to cancel this Agreement and booking of the said Flat of the Purchaser. In case of such cancellation of this agreement or booking of

the said Flat of the Purchaser, the Developer/owner shall have to serve an one month Notice upon the purchaser fixed a firm date as fixed in the Notice.

- 8) If the Purchaser wants to withdraw their booking of the Flat selected by himself, the Purchaser do by intimating the same v in writing to the Developer/owner and such case the Developer/owner shall within 3(three) calendar months, refund to Purchaser the total amount already paid by their to the Developer/owner less 25% of the amount but such deduction always amounting a minimum sum of sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only. In case of such cancellation of booking the Purchaser shall have to execute a Deed of Cancellation with the Developer/owner and the amount mentioned above shall be Refunded after execution of the said Deed of Cancellation.
- 9) The respective position, measurements, boundaries and/or proposed construction shown in the said plan inspected approved and accepted by the Purchaser are believed to be correct and the Developer/owner give warranty of any nature whatsoever. The Purchaser shall not be entitle to any compensation or rescind the contract in case of any reasonable or necessary or any other alteration or deviations if made at and it is agreed that the Developer may make such variations, alterations modifications and deviations therein which the Developer/owner may be advised to be considered necessary desirable or as may be required to be done by the local Municipality or any other Authority and the Purchaser dose hereby gives his consent to such variations, additions, alterations, modifications, and deviations and the purchaser shall not be entitled to claim any compensation and/or interest or make any objection in respect thereof.
- 10) The Purchaser shall not use Flat in such manner which may or is likely to cause nuisance or annoyance to the occupation of others not shall use the same for any illegal or immoral purpose.
- 11) The Purchaser shall not throw or accumulate any dirt rubbish, rage, of other refuses they shall have to accumulate the refuse in special receptacles for the common use of the Flat owners.
- 12) The cost of maintaining, replacing, repairing, white-washing, painting and decorating the main structure of the said building the exterior thereof and in particular the common portion of the roof, terrace, landing structure of the building structure of the building rain water pipes, water tanks, motor pumps, gas pipes and electrical wiring, sewerage, drain and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser and occupier thereof shall be borne jointly by them.
- 13) The cost of cleaning, lighting the main entrance, staircase and other part of the building as enjoyed in common by the purchaser and the occupiers will by jointly borne by proportionately.
- 14) The salaries of caretaker, if any Electricians, Sweepers etc. Shall be borne by proportionately by the purchasers and other occupiers of the building.

- 15) The cost of repair, replacements and maintenances of light and other plumbing works including all others service charge for services rendered in common to all other occupiers, shall also be borne by the purchasers and other occupiers proportionately.
- 16) After the Developer/owner have duly received all its dues payable to him under the said agreement by the purchaser has duly performed and observed by him under the agreement, the developer/owner shall execute and Register a Sale Deed in respect of the said Flat in favour of the Purchaser together with undivided proportionate share and interest in the land mentioned in the SCHEDULE –I hereinafter written.
- 17) Upon possession of the said Flat delivered to the Purchaser, he shall be entitled to the use and occupy of the same and shall have no claim against the Developer as to any defect in any type of work or construction of the said Flat or any other account whatsoever, provided the completion will be according to the sanctioned plan.
- 18) The purchaser hereby covenants to keep the said Flat partition walls, sewerage, drains, pipes and other as appurtenances of the said building in good working condition and order and in particular so as to support and protect the spaces of the said building.
- 19) The Purchaser agrees and bind him to pay the following costs on or before taking possession of the Flat.
 - a. The cost and expenses in connection with installation of electric meter in the name of the Purchaser and any security deposit require to be paid there and for such separate meter it is to be borne by the Purchaser.
 - b. All cost of Registration and conveyance including Stamp Duties, legal Fees and incidental Charges shall be borne by the Purchaser and the same would be done by Developer/owner's Advocate.
 - c. Any extra work other than specification shown in the drawing shall have to be paid decided by the developer/owner before starting execution of such extra work. Full payment of extra cost of such extra work shall be made before the work started, no outside Agency shall be allowed to carry out any work, till the possession the flat is taken.
- 20) The purchaser hereby agreed that the roof shall deem to be the property of all flat owners and also purchaser shall use the roof only for their common purposes subject to affix antenna or aerial, inspection overhead tanks and also occasionally use.
- 21) The Purchaser shall not keep in store in the said flat any inflammable, combustible or any offensive articles which shall be or constitute nuisance to the occupiers or others flat owners of the said building.
- 22) Electric meter and Water Pump shall be provided under the stair case and there will be provision of caretaker also.

ABASAN NIRMALAN

Falguni Debnath
Partner

ABASAN NIRMALAN

Sukhiti Jaiswal,
Partner

THE FIRST SCHEDULE AS ABOVE REFERRED TO

(Said Land/Premises)

ALL THAT the piece and parcel of the **BASTU** Land measuring 14(Fourteen) Satak more or less together with one tile shed structure measuring about 500sqft, laying and situated at Mouza : Bhatpara, J.L. No. 1, comprised and contained in L.R. Dag No. 1996 and 1989 under in Khatian No.8469, within the limits of Bhatpara Municipality in Ward No. 5, Holding No. 20/A, Station Road, P.S. Jagaddal, P.O. Bhatpara, Dist – North 24 Parganas, PIN 743123 under the Jurisdiction of A.D.S.R. Naihati, follows which is duly butted and bounded as follows :-

- ON THE NORTH** : House of Smt. Sefali Rani Paul and others;
ON THE EAST : Maitri Lodge.
ON THE SOUTH : House of Shantilata Ghosh and Tapas Paul. ;
ON THE WEST : Station Road along with Common Drain.

SECOND SCHEDULE AS REFERRED TO ABOVE

(The said flat)

ALL THAT the piece and parcel of one self compact and contained flat measuring about square feet covered area be the ad-measurement be the same a little more or less of the flat no. “.....” on the side in the said G+III storied building along with undivided proportionate share of land underneath out of the total land measuring 14(Fourteen) Satak more or less together with one tile shed structure measuring about 500sqft, laying and situated at Mouza : Bhatpara, J.L. No. 1, comprised and contained in R.S. & L.R. Dag No. 1996 under in Khatian No. 4428, 4452 and 4683, within the limits of Bhatpara Municipality in Ward No. 5, Holding No. 20, Station Road, P.S. Jagaddal, P.O. Bhatpara, Dist – North 24 Parganas, PIN 743123 under the Jurisdiction of A.D.S.R. Naihati having all common amenities and facilities thereto, morefully described and written in the **THIRD SCHEDULE** hereunder property. The owner’s entire right, title and interest in all common parts and service areas which area to be vested proportionately to the other owner of the other flats in the said property.

THIRD SHCEDULE ABOVE REFERERED TO

THIRD SCHEDULE ABOVE REFERRED TO :

(Common parts & Common Enjoyments)

- 1) Entrance and exit.
- 2) The equipment and accessories provided for and/or reserved in the multi storied Building for common uses, except darwan (guard) room and adjacent toilet (if any).
- 3) Courtyard of the said premises.
- 4) Boundary walls, open spaces by and between the said multi storied building of the said holding, main gate, other gates (if any) of the said premises.
- 5) Common toilet (if any), electrical and pump room on the Ground Floor.

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- 6) Stairs, lobbies, staircase cum landings (half and full both) on all the Floors upto the roof.
- 7) Water pump, under ground water reservoir and overhead water tank with connection of water supply to individual Flats.
- 8) Underground septic tank, soil chambers/pits, gutters, rain water pipes, and other common plumbing installations, except pump room (if any).
- 9) Fittings those are installed for common purposes.
- 10) Drainage and sewerage.
- 11) Boundary walls (may not be provided in all sides).

FOURTH SCHEDULE ABOVE REFERRED TO

(Common Expenses)

- a. All expenses for cleaning, maintenance, operating, replacing, repairing, renovating, painting of the common portion and common areas/Common Parts & Common Enjoyment in the Said premises including the said multi storied Building and it's exterior walls, Roof and boundary walls (if any).
- b. All expenses for running and operating all machinery equipment and installations comprises in the common portions, including water pumps, electrical installations including the cost of repairing renovating and replacing the same.
- c. Salaries and other involvements and benefits of and all other expenses of the persons employed for the common purpose such as caretaker, supervisor, accountant, guards and gate keepers (darwans), security personnel, sweepers, plumbers, electricians and other maintenance staffs (if any).
- d. Cost of insurance premium for insuring the said multi storied Building and/or Common parts & Common Easements against earthquake, fire, mob, damages, civil commotion, etc.
- e. All charges and deposits for supplies of common utilities for the said multi storied Building in common.
- f. Municipal Tax, water tax and other levies in respect of the Land and said multi storied Building save and except those are separately assessed on the purchaser.
- g. Electricity charges for the operation of the equipment and installations for the common service and lighting the common parts & Common Easements.
- h. The cost of the maintenance of the ultimate roof of the said multi storied building at the said holding.
- i. All legal expenses incur or to be incurred for the common purpose relating to common use and enjoyment of the common portions.

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

SIGNED, SEALED & DELIVERED

at Barrackpore in presence of :

ABASAN NIRMAN

Fulgumi Debnath
Partner

ABASAN NIRMAN

Sukriti Jaiswal
Partner

WITNESSES :

1.

1.

ABASAN NIRMAN

2.

Sukriti Jaiswal

2.

Partner

Signature of OWNER

ABASAN NIRMAN
Falguni Debnath

Partner

1.

Drafted by :

(as per documents and information
supplied by the Vendor and purchaser)

Bhaskar Biswas, Advocate

2.

Barrackpore Court,

Kolkata – 700120

Signature of PURCHASER

MEMO of COSIDERATION

The PURCHASERS xxxxxxxxx, son of xxxxxxxxx paid Rs. 0,00,000(xxxx lakhs xxxxx thousand) only to M/s Abasan Nirman, OWNERS as cost of share of transformer, colour wash, additional electrical fittings, collapsible gate(01), Grill Gate(01), additional marble work, electronic appliances like Gizer, Inverter, Inverter Battery and interior decorations.

The payment details are as follows:

SL. No.	Bank	Cheque No./Cash	Date	Amount
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Signature of Purchaser