

## AGREEMENT FOR SALE

**THIS AGREEMENT FOR SALE** is made on this ..... day of ..... '20.....  
at Burdwan.

### BETWEEN

1. **SRI BISWAJIT DAS** son of Kali Pada Das (**PAN : AKVPD2280N**), by faith - Hindu, by occupation - Business,
2. **SRI ARABINDA DAS** son of Kali Pada Das (**PAN : CMFPD0711G**), by faith - Hindu, by occupation - Business,
3. **SMT. BASANTI DAS (BANIK)** daughter of Kali Pada Das (**PAN : BZPPB8675P**), by faith - Hindu, by occupation - House wife,

All are resident of 5 No. Ichlabad, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, PIN - 713102, W.B., hereinafter called the "**LAND OWNERS / VENDORS**" all are represented through their constituted Power of Attorney Holder **SRI BHASKAR GHOSH**, son of Bhawani Ghosh (**PAN No. AHWPG6681J**), by faith - Hindu, by occupation - Business, residing at Chotonilpur, P.O., P.S. & District - Burdwan, *vide. Registered Development Power of Attorney, Execution dated 10-02-2020, being No. 1037 for the year 2020 at A.D.S.R., Burdwan* (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) of the **FIRST PART**.

### AND

1. **SRI/ SMT.** ..... son/wife of ....., by faith - ....., by Nationality - Indian, by Occupation - ....., **PAN : .....**,
2. **SRI/ SMT.** ..... son/wife of ....., by faith - ....., by Nationality - Indian, by Occupation - ....., **PAN : .....**,

**Both** are resident of ....., P.O. ....., P.S. - ....., District - ....., Pin - ....., West Bengal, both are hereinafter called the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) of the **SECOND PART**.

### AND

"**NIRMAN INFRASTRUCTURES**", a sole proprietorship concern, having its registered business office at 63 R.N. Guha Road, P.O. & P.S. - Dum Dum, District - North 24 Parganas, Kolkata - 700028, represented by its sole proprietor **SRI BHASKAR GHOSH**, son of Bhawani Ghosh, by faith - Hindu, by occupation - Business, residing at Chotonilpur, P.O., P.S. & District - Burdwan (**PAN No. AHWPG6681J**), hereinafter called the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative and assigns) of the **THIRD PART**

**WHEREAS** the First Schedule mentioned property situated at at **Mouza - Ichhlabad, J.L. No. 75, L.R. Khatian No. 9658, 11530 & 9375**, comprised in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255**, within the limits of **Burdwan Municipality**, Ward No. 11, Holding No. 291 at Ichlabazar Mohalla, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, in the State of West Bengal, previously owned and possessed by Kalipada Das, he got the said property from the Governor of West Bengal by virtue of a Registered Deed of Indenture being No. 330 of 1988, dated 27.06.1988, registered before Additional District Registrar of Burdwan, where Kalipada Das as **Donee AND** Governor of West Bengal as **Donor**.

**AND WHEREAS** while the said Kalipada Das was in possession, he transferred 1526 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Biswajit Das a by virtue of a Registered Deed of Gift being No. 4448 of 2011, dated 09/06/2011, registered before A.D.S.R., Burdwan, where Biswajit Das as **Donee AND** Kalipada Das as **Donor**. That by another Registered Deed of Gift being No. 4446 of 2005, dated 23/08/2005, registered before A.D.S.R., Burdwan, where Kalipada Das transferred more 1083 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Biswajit Das.

**AND WHEREAS** by another Registered Deed of Gift being No. 4449 of 2011, dated 09/06/2011, registered before A.D.S.R., Burdwan, where Kalipada Das transferred 1897 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Arabinda Das.

**AND WHEREAS** by an separate Registered Deed of Gift being No. 4450 of 2011, dated 09/06/2011, registered before A.D.S.R., Burdwan, where Kalipada Das transferred 329 sq. ft. land in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255** to Basanti Das (Banik).

**AND WHEREAS** sole owner and possessor of 4835 sq. ft. Bastu land (more or less) in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255 of Mouza - Ichlabad**, said Biswajit Das, Arabinda Das & Basanti Das (Banik) i.e. the present Land Owners acquired right title interest and possession thereon and they recorded their names in the L.R. Records of Rights, under L.R. Khatian Nos. 9658, 11530 & 9375 of Mouza - Ichlabad by paying Govt. Revenue to the Govt. of W.B. and being the present Land Owner said Biswajit Das, Arabinda Das & Basanti Das (Banik) also paid Tax to Burdwan Municipality.

**AND WHEREAS** the LAND OWNERS are absolutely seized and posses and absolutely entitled the 4835 sq. ft. Bastu land (more or less) morefully and particularly described in First schedule below which is free from encumbrances and they wanted to construct a multistoried building on the aforesaid property by appointing a promoter / Developer on Joint Venture basis.

**AND WHEREAS** accordingly Land Owners offered the **DEVELOPER** to develop the said land by raising a new multi - storied building on the "First" Schedule land.

**AND WHEREAS** being offered so the Developer enquired about the **VENDORS** title and possession in respect of the said land and on searching and inspection of documents 'of title the **DEVELOPER** being satisfied regarding the title of the said land, accepted the offer and agreed to develop the said land on joint venture basis and the **VENDORS** and the **DEVELOPER** have come to a consensus with regard to Development of the said land on joint venture basis.

**AND WHEREAS** the owners of the land i.e. Biswajit Das, Arabinda Das & Basanti Das (Banik) entered into a Registered Development Agreement being No. 6986 for the year 2018, execution dated 16/08/2018, registered at the office of A.D.S.R, Burdwan, with the Developer

“**NIRMAN INFRASTRUCTURES**” and thereafter the said Land Owner i.e. Biswajit Das, Arabinda Das & Basanti Das (Banik) also executed a *Registered Development Power of Attorney, Execution dated 10-02-2020, being No. 1037 for the year 2020 at A.D.S.R., Burdwan*, by which they appointed Developer - SRI BHASKAR GHOSH as constituted attorney on their behalf of do all such acts and things as stipulated therein the Power of Attorney and they entered into a Development Agreement. According terms of agreement in between them as also the POA (Power of Attorney) granted in favour of Developer, the Developer got sanctioned building plan vide. sanctioned Plan being Regd No. 1481, dated 05/10/2018 for construction but in the name of Biswajit Das, Arabinda Das & Basanti Das (Banik), being sanctioned residential cum commercial building for construction of G + IV building with car parking space upon the property as mentioned above.

**AND WHEREAS** by virtue of the said Agreement and as constituted attorney the **DEVELOPER** intended to sell and dispose of the **FLATS, CAR PARKING SPACE** and other spaces with undivided proportionate share in land in the newly constructed building.

**AND WHEREAS** the **PURCHASERS** herein approached the Developer / Confirming Party with a proposal to purchase **one residential Flat being No. ....**” on the ..... **Floor, Measuring - ..... sq. ft. (Super Built - Up Area)** of the ..... side along with proportionate share of land in the building more particularly described in the first schedule hereunder.

**AND WHEREAS** the purchasers after inspecting the relevant papers of **one residential Flat being No. ....**” on the ..... **Floor, Measuring - ..... sq. ft. (Super Built - Up Area)** of the ..... side **TOGETHER WITH** proportionate share of land in the building, approached the **VENDOR/DEVELOPER** for purchasing the same at a Total price of **Rs. ..../- (Rupees .....)** only and the **VENDOR AND DEVELOPER** accepted the proposal of the purchaser i.e. the **SECOND PART**.

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :**

- 1) The Vendor has agreed to sell and the Purchaser has agreed to purchase **one residential Flat being No. ....**” on the ..... **Floor, Measuring - ..... sq. ft. (Super Built - Up Area)** of the ..... side **TOGETHER WITH** proportionate share of land in the building, approached the **VENDOR/DEVELOPER** for purchasing the same at a total consideration amount of **Rs. ..../- (Rupees .....)** only which is morefully described in the Schedule hereunder.
- 2) That the **PURCHASERS** has paid on or before of the execution hereof to the **VENDOR** a total sum of **Rs. ..../- (Rupees .....)** only (i.e., 10% of consideration money) as part payment out of total consideration amount of **Rs. ..../- (Rupees .....)** only and the Vendor herein has acknowledged the receipt thereof.
- 3) That the Purchaser will pay the balance amount of **Rs. ..../- (Rupees .....)** only only to the **VENDOR AND DEVELOPER** in the following manner:-
  - a) 20% after roof casting

- b) 20% after brick work
  - c) 20% after flooring
  - d) 20% after sanitary work
  - d) 10% before the time of registration
- 4) That if the VENDOR AND DEVELOPER fail and neglected to execute and register the aforesaid FLAT after receiving the full consideration amount within the stipulated date to be fixed by the PURCHASERS herein, the PURCHASERS shall be entitled to file a suit for Specific Performance of Contract Act against the Vendor.
  - 5) That if the PURCHASERS fails to pay the rest of the consideration money in aforesaid time the VENDOR AND DEVELOPER will be at liberty to sale the property to any other person after repaying the booking money received by VENDOR AND DEVELOPER as hereunder written.
  - 6) That the purchaser undertakes that the construction work of the said flat will be completed through the Developers within **2 (Two) years** from the date of signing this agreement on behalf of the purchaser and under no circumstances, the purchaser shall be allowed to depute any new contractor/person for completion of the construction work of the said flat even partially.
  - 7) The purchaser under no circumstances shall be entitled to claim possession of the said flat until the total consideration money of the said flat mentioned in clause no. 3 under this agreement is paid in full and final by him to the developers.
  - 8) The developers shall give possession of the said flat to the purchaser on paying full price as per clause no. 3 above and the purchaser shall takes possession 7 days from the date of notice to be served by the developers to him.
  - 9) The time of giving possession of the said flat which will be delivered on or before prior from the date of execution of this agreement, will be extended mutually for another six months.

The developers shall not incur any liability if it is unable to deliver the possession of the said flat by the stipulated time due to war, civil commotion, act of God or if the non-delivery of possession is because of any notice order/rule or Notification of the Government, Municipality, and/or other public body.
  - 10) On taking possession of the said flat, the purchaser shall be entitled to occupy the said flat and use the same only for residential purpose. The purchaser shall at his own costs keep the same in a proper condition and shall observe and comply with all laws, rules and regulations of the Govt. Burdwan Municipality and any other government bodies, besides, after taking possession of the said flat the purchaser shall have no claim against the Developers in respect of any item of work in the said flat which may be allege not have been carried out in accordance with the agreement, unless the purchaser has intimated the same in writing to the developers on or before taking such possession.
  - 11) The purchaser shall be liable to bear al the taxes, charges for electricity required for the building and water that are common until obtaining separate electric meter and separate easement of taxes by the Burdwan Municipality and other services after taking possession of the said flat proportionately.

- 12) The purchaser shall at no time be entitled to demand partition of his interest in the said building and/or the said land and it is being agreed that the purchaser's interest therein is impart able / undivided.
- 13) The purchaser shall not let, give or licence, transfer, re-sell and assign the said flat or nay part of interest therein or agrees to do so until his dues to the developers under this agreement mentioned in clause-3 are paid in full.
- 14) The purchaser agrees wit the developers and through the developers with the occupier of the other flats in the said multistoried building the purchaser shall not demolish the flat nor make any addition or alteration to the same without the prior consent in writing from the developers or as the case may be flat/shop/office-room owners' Association of the purchaser except addition alteration of inside portion of the flat /room without disturbing the main structure of the building.
- 15) The purchaser shall keep at his own expenses inside portion of the flat, the drains, pipes, cable wire, etc. in good repairs. The repairing of outside cable, pipes, drain etc. should be undertaken by the flats/shop rooms/office/garage owner's Association/Society or common service or services.
- 16) The purchasers of the different flats/shop room/office space/garages owners' Association. The purchaser hereby agrees to observe and comply with all rules, regulations by laws etc. of such association.
- 17) A conveyance Deed in favour of the purchaser will be made after full payment as mentioned in Clause - 3. The legal advisor of the developers will prepare the documents of such Deed and other documents at the cost of the purchaser. The purchaser will also pay all service tax and other taxes payable.
- 18) The purchaser shall use the said flat for residential purpose and shall not use the said flat in any other manner, which may cause nuisance, annoyance or disturbance to owners of the other rooms and flats of the said building. The purchaser hereby agrees not to use the said flat for any immoral or illegal purposes.
- 19) All letters receipts, notices issued by the developers and dispatched to the address of the purchaser given in the Agreement or notified otherwise in writing shall be deemed to have been duly served on the purchaser after expiry of 7 days of such issue of notice.
- 20) Any unreasonable delay or indulgence of part of the developers in enforcing this agreement or giving possession of the flat to the purchaser within the stipulated time and extra 2 (two) months mentioned in agreement would make liable the developers to pay extra attention to complete the construction work.
- 21) The developers are desirous of selling flat / shop rooms / office / garages in all other floors in the said building to the different parties on ownership basis, as are may be permitted by the Burdwan Municipality and entering into separate agreement with several persons and/or parties in respect of such sale and the purchaser will have no right to object or whatsoever to such sale.
- 22) The Purchaser agrees to bear all costs in respect of the agreement for sale, deed of conveyance, stamp duty and registration charges, advocate fees etc.

- 23) The purchaser shall bear all municipal taxes and other taxes which maybe assessed for his flat from the date of possession of the flat/registration of the flat.
- 24) Any taxes whether levied or liable now or future on land and/or building by any local body and/or Government as the case maybe from the date of possession of the flat will be borne by allottee/s and in case a consolidated demand is made for the land/building as a whole, the same shall be paid by the purchaser in proportion to the area of the flat.
- 25) The purchaser hereby agrees and undertakes to be a member of the proposed flat / shop rooms / office / garages owners' Association and from time to time sign and execute all application for membership and other papers, by-laws and documents for the same for his common interest without raising any objection in any nature.
- 26) The purchaser and the developers shall observe and perform all the by-laws and all the by-laws and all the rules and regulations of the said West Bengal Apartment ownership Act, 1972 or to any statutory modification or re-enactment thereof for the time being inforce, when registered and shall pay and contribute regularly and punctually towards taxes and other expenses including out goings in accordance with the forms of this agreement to the said flat / office owners association on demand.
- 27) That if the purchaser fails to pay installment in time developer conserve the right to cancel the agreement after deducting a sum of Rs. 50,000/- (fifty thousand) only as professional depreciation from the amount received by him as per Clause - 3 of this agreement.
- 28) That the VENDOR AND DEVELOPER represents and states that the abovementioned FLAT is free from all encumbrances what so ever may be and he did not receive any amount from the third party and/or any one and did not executed any Agreement for Sale in favour of any one before execution of this presents and the VENDOR AND DEVELOPER further represent that the aforesaid FLAT is not mortgage property. That all the statements made in the instant agreement are binding upon both the parties.

**THE FIRST SCHEDULE ABOVE REFERRED TO THE PREMISES.**

**ALL THAT** piece and parcel of bastu land measuring about 4835 sq. ft. Bastu land situated at **Mouza - Ichhlabad**, J.L. No. 75, L.R. Khatian No. 9658, 11530 & 9375, comprised in **R.S. Plot No. 831/2619& L.R. Plot No. 2291, LOP - 255**, within the limits of **Burdwan Municipality**, Ward No. 11, Holding No. 291 at Ichlabazar Mohalla, P.O. - Sripally, P.S. - Burdwan, District - Purba Burdwan, in the State of West Bengal, which is butted and bounded as follows :

**On the North** : Property of Mr. S. Lahiri

**On the South** : 21 ft. wide Coloney Road (UMR 11)

**On the East** : 12 ft. wide Coloney Road (UMR 11)

**On the West** : Building of Amiya Prova Roy

**SECOND SCHEDULE REFERRED TO AS ABOVE**

**(Description of the said Flat)**

**ALL THAT** one self-contained **one residential Flat being No. ....**” on the .....  
**Floor, Measuring - ..... sq. ft. (Super Built - Up Area)** of the ..... side  
**TOGETHER WITH** undivided proportionate impartible share in the land of the G+IV multi  
 storied building, which is morefully and particularly described in the FIRST SCHEDULE written  
 above togetherwith proportionate undivided and impartible share of land of the said premises

with common rights in the common area and facility of the said building and the premises alongwith all other rights and facilities of the building / premises for beneficial use and enjoyment of the said flat and liable to pay all common expenses alongwith other flat owners of the said G+IV multi storied building under construction in Ward No. 11 bearing Holding No. 291, Ichlabazar Mohalla, P.S. - Burdwan, District - Purba Burdwan also under A.D.S.R. Office Burdwan within the local limit of the Burdwan Municipality, which is shown Red color in the annexed sketch map.

### **SPECIFICATION**

**1. STRUCTURE :**

R.C.C. framed structure as per municipal approved design.

**2. BRICK WALL :**

Outside main wall will be 8" thick except on cantilever. On cantilever, wall will be 5" thick, Partition wall will be 5" or 3" thick as required. All walls of C.B. & Alm. Will be R.C.C. wall.

**3. FLOORING :**

All floors of bedrooms, dining cum drawing, Verandah will be of vitrified tiles / marble. Height of skirting will be 4" from floor of same specification.

Floor of kitchen and toilet will be finished marble. Height of skirting is 6".

**4. TOILET :**

(a) Ceramic tiles will be fitted upto height of 6'-0" or door height from floor level in all toilets.

(b) One (ISI) graded Indian pan in common toilet and one same graded commode in attached toilet including P.V.C./Procilen lowdown cistern will be provided. All procilen fittings are of white colour.

(c) Two Nos. bib cocks will be provided in each toilet.

(d) Plain water concealed line will be provided in one toilet & Kitchen and Hot & Cold concealed line in other Toilet.

**5. DINING :**

One Vitreous China white wash basin with bathroom sets and mirror will be provided in dining room.

**6. KITCHEN :**

Kitchen tabletop will be made of 1'-8" wide granite Slab. Ceramic tiles will be fitted on the back side wall upto 2'-0" of table and sink upto a height of 3'-0" from table top level also in view portion. One No. sink and two Nos. bid cock will also provided. Aquagard line will be provided.

**7. DOORS & WINDOWS :**

All doors and windows frame will be made of Sal wood. Flash door shutter of hard wood, will be provided with suitable fittings for all doors including one Telescopic pipe-holes and a lock will be provided in main entrance door. Both toilets will have PVC frame and shutter.

Window shutter will be of Glass in Aluminum paneled. M.S. ornamental grill

**8. WATER SUPPLY :**

All internal water pipeline will be concealed CPVC of required dia of approved brand. Out side water pipe line will be surface deep tube well with pump-motor submersible will be provided for water supply arrangement.

**9. SANITARY :**

All fittings of Indian pans, commode, washbasin etc. will be provided of approved I.S.I. brand. For waste water line, P.V.C. pipe will be provided.

**10. ELECTRIC :**

All Electric line will be concealed of copper made. Two Nos. light points, one No. fan point and one No. plug point will be provided in each bedroom. Three Nos. light points, two Nos. fan points and two Nos. 15 Amp. One No. A.C. Point in Master Bedroom, Plug point will be provided in dining cum drawing room. In each toilet and kitchen, one No. light point and One No. Exhaust point will be provided will be provided. In kitchen - Aqua Guard Point, Chimney Point and One No. 15 Amp. Plug point will also be provided. One No. calling bell point and one No. Light point will also be provided out side the main door, one nos. of electrical meter will be provided in the flats of the purchaser at the cost of the purchaser and by the cooperation of the purchaser & the developer and the cost will be Rs. 30,000/-

**11. PAINTING & FINISHING :**

Outside wall will be painted with weather shield. All internal wall surfaces will be finished by wall putti (white finish).

**12. LIFT :**

Good lift of reputed company will be provided.

**13. ROOF TREATMENT :**

Will be provided with standard water proof chemicals as per manufacturer specification.

**MISCELLANEOUS :**

- (a) One no. Loft may be provided if suitable position.
- (b) Clear height will be more or less 9'-0".
- (c) Standard elevation of building will be provided.
- (d) No extra work other than the specification given above will be provided.

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

**SIGNED, SEALED AND DELIVERED** by the "PARTIES" at Burdwan in presence of :

**Witnesses :**

1.

2.



**Signature of the OWNERS**

**Signature of the PURCHASERS**

**Signature of the DEVELOPER**