

**AGREEMENT FOR SALE**

**THIS DEED OF AGREEMENT FOR SALE** made this  
the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Nineteen (2019) of  
Christian Era BETWEEN 1. **SRI. SUBRATA KUMAR ROY**, son of  
Late, Sudhangshu Kumar Roy by faith Hindu, by Nationality Indian,

by Occupation Service, residing at- Rabindra Nagar, Laskarpur, P.S.- Sonarpur, Pin- 700153, District – South 24 Parganas, **2. SMT. SHYAMALI PAUL**, daughter of Late, Sudhangshu Kumar Roy and wife of Sri Radhika Ranjan Paul, by faith Hindu, by occupation Housewife, residing at, Lake Gardence, Laskarpur, P.S.- Sonarpur, Pin- 700153, District- South 24 Parganas, and **3. SMT. SIBANE BARAI**, daughter of Late, Sudhangshu Kumar Roy and wife Sri Subhas Barai, by faith- Hinduism, by Occupation- Housewife, residing at- Lake Gardence, Laskarpur, P.S.- Sonarpur, Pin- 700153, District- South 24 Parganas, hereinafter called and referred to as the **“VENDORS/OWNERS”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, representatives, executors, successors, administrators, nominees and assigns) of the **FIRST PART**. Being represented by their Constituted Attorney **(1) SRI PARTHA SARATHI DAS**, son of Sri Rabindra Nath Das, **(2) SRI SANJAY MONDAL**, son of Late, Chitta Mondal, **(3) SRI ARUN KUMAR SEAL**, son of Late, Gouranga Chandra Seal, **(4) SRI**

**BISWAJIT DASGUPTA**, son of Late, Ramendra Nath Dasgupta, **(5)**  
**SRI SANJAY NAG**, son of Sri Sunil Kumar Nag, all are by faith  
Hinduism and all are residing at- Rabindra Nagar, P.O.- Laskarpur,  
P.S.- Sonarpur, Kolkata- 700153, District- South 24 Parganas, all are by  
Nationality Indian, all are by Occupation Business, are the joint Partners  
of **“ SWARNATORI” a Partnership Firm** having its registered Office  
at- 77, Rabindranagar, P.O.- Laskarpur, P.S.- Sonarpur, Kolkata-  
700153, District- South 24 Parganas, on some terms and conditions  
including the sale of the flats of the Developer’s allocations mentioned  
therein in the Development Power of Attorney and the said Power of  
Attorney registered at the office of A.D.S.R.-Garia, recorded Book No-I,  
CD Volume number-1, Pages from 7779 to 7797, being No- 00423 for the  
year 2014 hereinafter called and referred to as the  
**VENDORS/DEVELOPERS** (which term or expression shall unless  
excluded by or repugnant to the subject or context be deemed to mean  
and include her heirs, representatives, executors, successors,  
administrators, nominees and assigns) of the **SECOND PART.**

**AND**

***1. xxxxxx,** wife of Sri Sushanta Mukherjee and **2. xxxxxx,** son of Late, Birendra Mukherjee all are by faith Hindu, by Nationality Indian, by Occupation Service, residing xxxxxxxxxx ,hereinafter called and referred to as the **PURCHASERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, successors, nominees and assigns) of the **THIRD PART.***

***WHEREAS** one Sudhangshu Kumar Roy, son of Late Krishna Kanta Ray being a displaced person from the then East Pakistan now Bangladesh, acquired a piece and parcel of homestead land measuring about 04 Cottahs more or less, lying and situated at Mouza- Laskarpur, comprised in C.S. Plot/Dag No.- 461, L.O.P. No- 215, J.L. No- 57, P.S.- Sonarpur, Sub Registration Office at Alipore, in the District South 24 Parganas, within the Rajpu Sonarpur Municipality, Ward No- 30, and Governor of the State of West Bengal through R.R. and R. Department at*

*Alipore, executed a DEED of GIFT in favour of said Sudhangshu Kumar Ray, which was registered on 14.05.1992, and recorded in Book No- I, Volume No- 8, Pages from 101 to 104, Being No- 551, for the year 1992, at the office of Additional District Sub Registrar, Alipore.*

**AND WHEREAS** *said Sudhangshu Kumar Ray became the absolute Owner of the said property by way of Gift and he mutated his name in the Rajpur Sonarpur Municipality in respect of his said property and being Holding no- 90, Rabindra Nagar (East), within Ward No- 30 and while seized and possessed over the said property he died intestate on 03.08.2002, leaving behind his two sons namely Sri Sunil Kumar Ray and Sri Subrata Kumar Ray, and two daughters namely Smt.- Shyamali Paul, wife of Sri Radhika Ranjan Paul, and Smt. Sibane Barui, wife of Subhas Barui, as his legal heirs and successors.*

**AND WHEREAS** *said Sri Sunil Kumar Ray, Sri Subrata Kumar Ray, Smt. Shyamali Paul, and Smt. Sibane Barai, became the absolute joint Owners of the aforesaid land by way of inheritance and they have in peaceful possession, occupation and enjoyment over the said property.*

**AND WHEREAS** *it is mentioned that, Smt Santi Lata Roy, wife of said deceased Sudhangsu Kumar Ray was predeceased on 30.04.1998.*

**AND WHEREAS** *said Sunil Kumar Ray out of his love and affairs gifted his 1/4<sup>th</sup> share to and unto in favour of his brother namely Sri Subrata Kumar Ray the vendor no-1 herein by Deed of Gift which was duly registered in the office of A.D.S.R. Garia, and recorded in Book no- I, CD Volume no- 1, Pages from 7798 to 7809, being no- 00419, for the year- 2014.*

**AND WHEREAS** *thus the Vendors herein became the joint Owners of the afore said property by way of inheritance and by way of Gift and they have in peaceful occupation and enjoyment over the said property.*

**AND WHEREAS** *the First Party Vendors/Owners herein desirous to erect a multistoried building on the said land and due to lack of fund, and experience have appointed and entered into some understanding with the Developers/Vendors, the Second Party herein for construction of multistoried building after obtaining Building sanction plan from the office of the Rajpur Sonarpur Municipality in the District of South 24 Parganas,*

*and as the said premises are in possession of the Owners/Vendors/First Party herein, and free from all encumbrances and no litigation is pending in any Court against the Owners/Vendors/First Party herein in respect of the said premises, and due to paucity of fund it was not possible for the Owners/Vendors/First Party herein approached the Developer/Vendor/Second Party herein to Develop the said premises, and negotiations had taken place between the Owners/First Party/Vendors herein and the Developer/Vendor/Second Party herein, and the Developers have agreed to Develop the afore said premises by constructing multistoried building on the area sharing basis between both the parties and by virtue of the said negotiations, both the afore said parties have entered into a Development Agreement, on some terms and conditions stated therein and the said Development Agreement was duly registered on 16.12.2014, in the office of the A.D.S.R. Garia, and recorded as Book no- I, CD Volume no- 1, Page from 7745 to 7778, being no- 00422, for the year 2014, and simultaneously according to the terms of the said Development Agreement, the Owners/Vendors/First*

*Parties have executed a Development Power of Attorney including the Sell Power of the Developer's allocations as per the SCHEDULE- "C" of the said Development Agreement in favour of the Developer/Vendors/Second Party herein and which was duly registered on 16.12.2014, in the office of the A.D.S.R. Garia, and recorded in Book no-I, CD Volume no- 1, Pages from 7779 to 7797, being no- 00423, for the year 2014.*

**AND WHEREAS** *the Developers herein according to the terms and conditions mentioned in the said Development Agreement, developed the said property by raising a G+3 multistoried building or buildings as per proposed building plan on obtaining sanction from the local Municipality thereon wherein deferent sizes of modern flats, shops and car parking spaces shall be available for the owners, developer and or intending buyer or buyers.*

**AND WHEREAS** *now the Developer/Vendor/Second Party herein intend to sell their allocated flats in terms of the Schedule- "C" of the said Development Agreement to the intending purchasers.*



**AND WHEREAS** on getting the said information, the party of the Third Part the Purchasers herein has contacted with the Developers/Vendors/Second Party herein with an intention to buy a flat being no 1-A, in the 1<sup>st</sup> floor of the said building measuring of 770 Sq. Ft. Super Built Up Area of the said newly constructed G+III storied building along with common area and facilities more fully described in Schedule - "C" of the said Development Agreement and marked in the plan attached herewith by RED Color border and offered the Developer / Second party/Vendor, herein.

**AND WHEREAS** on considering the approach or offer of the Third part/Purchasers herein in connection with the aforesaid flat, the said Vendors/Developer/Second Part, being desirous to sale the said flat of the Developer's allocations as per the Schedule – "C" of the said Development Agreement accepted the offer of the Purchasers/Third Part, and entered into this understanding with the Purchasers herein for selling the said flat in total consideration of Rs.-xxxxx.

**AND WHEREAS** *the Developer/ Second party has delivered the possession to the owners as owner's allocation said owners the Vendors and their co-sharers herein being satisfied has taken possession of the same and has been enjoying the same as full and absolute owner of the same.*

**AND WHEREAS** *the Developer/Second Party herein to sell their said allocated Flat No.1-A on the 1st Floor South Side Facing having Super built up area measuring about 770 Sq.Ft. lying in within ward No.-30 of the Rajpur Sonarpur Municipality, P.S. Sonarpur, morefully and particularly described in the Schedule "B" written hereunder together with undivided proportionate share of land and common uses at a total consideration of xxxxxxxx only have approached to the purchaser to purchase the said flat.*

**AND WHEREAS** *the Purchasers/Third Party herein have agreed with the Vendors/Second Parties herein for and absolute purchase the said flat on the 1<sup>st</sup> Floor being No. 1-A of South Facing Side having Super built up area measuring about 770 Sq.Ft. situated at and lying in*

*within ward No.30, of the Rajpur Sonarpur Municipality, P.S. Sonarpur, Dist . South 24 Parganas, which is morefully and particularly described in the Schedule "B" written hereunder together with proportionate undivided share of interest in the said land and other common parts and equipment's at a total consideration of Rs. xxxxxxxxOnly free from all encumbrances by the given bellow payment schedule.*

*NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:-*

- 1) That the Vendors/Second Parties agree to register the said complete flat made according to the specifications more fully described in the Schedule- 'C' herein, and after giving the peaceful physical possession of the said flat to the Purchasers herein with a habitable condition, in favour of the purchasers/Third Parties, by or within the 6(Six) Months from the date of execution of this agreement for sale.*

- 2) *The Total consideration of the said flat is determined, Rs. xxxxxxxx only payable by the purchasers to the Vendors/Second Part herein as per payment schedule mentioned hereunder in Schedule – D.*
- 3) *AS and by way of advance money /part consideration the purchaser herein has paid earlier Rs. Xxxxxx ON zzzzz, in the form of Bank xxxxxxxxxxxxxxxxxxxxxx, as booking money and today on the date of execution of this sale Agreement, the Purchasers herein paid to the party of the Second Part/Vendors/Developers herein a sum of Rs.2,50,000 (Rupees Two Lakh Fifty Thousand)xxxxxxxxxxxxxxxxxxxx only, in the form of Bank Cheque xxxxxxxxxxxxxxxxxxxxxxxx, for the said flat and the balance amount of the total consideration to be paid by the party of the Third part /purchaser herein to the party of the Second Part / Vendors herein at the time of the Registration of the said flat as per payment Schedule mentioned hereunder in Schedule- 'D'.*

- 4) *That the Flat No. 1-A of 1<sup>st</sup> Floor of the said Building at P.S. Sonarpur, now Narendrapur, Dist. South 24 Parganas, shall be used by the purchaser only for residential purpose.*
- 5) *That the Time shall always be essence of the contract and the purchasers hereby agreed not to withhold payment for any reason whatsoever or howsoever.*
- 6) *That the Purchasers agree not to claim any reduction or rebate in the consideration agreed to be paid by the purchasers to the Vendors /Second Part for any reason whatsoever or howsoever.*
- 7) *That the purchasers shall bear all the costs of registration of Deed of Conveyance and other expenses at the time of registration by developers Advocate.*
- 8) *That the Purchasers shall bear to the owner's Association maintenance charges in respect of the flat.*
- 9) *That the Vendors/Second Part agreed to hand over all papers of the said flat to the purchaser for inspection of title.*

- 10) *That whereas the Vendors/Second Part are agree to sale their allotted portion of flat and the said Developer / Second party has got the Advance money/Part payment of total consideration, from the purchaser as well as the said Developer / Second party is liable to organize to execute and registration in the final Deed of Conveyance and the said Developer/Second Parties will put their signature as Developer /Second Party/Vendors in the said Deed.*
- 11) *That after getting the consideration money, as per the Schedule 'D' hereunder in this Agreement, if the said Vendors/Developers/Second Parties do not registered the said flat in the stipulated time then the purchasers will have liberty to go to the court or any proper forum, for the registration .*
- 12) *That if any dispute arises in the said flat and (or in any case) if the purchasers does not agree to purchase then the said vendors/Second Part /Developers will refund the said advance money without any litigation to the purchasers within a time*

*period that will be mutually agreed with both party. In case purchaser does not agree to purchase without any dispute from the vendors/Second Part /Developers part , then vendors/Second Part /Developers will deduct(charge) an interest mutually agreed by both the parties of the paid amount on the booking money given by the purchaser while refunding the money.*

*13) That the Vendors/Developer / Second party will hand over a possession letter to the purchasers before the registration of the said flat.*

*14) That immediate after completion of the said proposed building in all respect, the Developer/ Second party shall obtain necessary completion certificate from the Rajpur-Sonarpur Municipality.*

*15) The Developer / Second party shall bear all the municipal taxes and other outgoings since the date of delivery of possession of the constructed flats to the purchasers. After the registration, purchasers shall pay taxes for the said flat.*

16) *Building is in competition phase and possession will be given to the purchasers before October or by the month of October, 2019. The Bank will have the liberty to do the inspection through there representative to issue loan in favour of the Purchasers, and will pay the rest amount to the Developers / Second parties after Registration through Bankers Cheque.*

17) *The Developer / Second party shall complete the said flat in all respect by October 2019 from the date of said sale agreement and shall give delivery of possession of the said flat in full vacant condition and complete condition with all fitting and fixture together with facilities of water line, sewerage line, drainage line, electric line, plumbing line, etc. and together with fittings of doors, windows, flooring, kitchen and sanitary fittings together with electrical fittings.*

**FLAT :** *SHALL mean self-contained complete flat measuring about 770 Sq.Ft. Super Built up Area, consisting of Two bed rooms, one drawing*



*cum dining space, one kitchen and one bath room, together with right of user of common space, stair case and other common facilities and amenities available except caretaker room therein in the said building.*

**SCHEDULE - "A" REFERRED TO ABOVE**  
**(Description of the premises)**

*ALL THAT piece and parcel of land measuring more or less 04 Cottahs together with 300 Sq.ft. more or less structure standing thereon lying and situated Mouza- Laskarpur, comprised in C.S, Plot/Dag no- 461, L.O.P. No-215, J.L. No- 57, P.S.- Sonarpur, Sub Registration Office at Alipore, in the Dist. South 24 Parganas, within the limit of Rajpur Sonarpur Municipality under Ward No. 30, being Holding no- 90, Rabindra Nagar (East), butted and bounded by :-*

*On the North :                      L.O.P. 212,*

*On the South :                      23'-6" Municipal Road,*

*On the East :                      Playground,*

*On the West :                      L.O.P. 51.*

**SCHEDULE - "B" REFERRED TO ABOVE**  
**(Purchaser's allocation)**

*ALL THAT a flat No. "1-A" on the 1st Floor ( First Floor ) on the South Side flat having Super built up area measuring about 770 Sq.Ft. together with undivided and impartible proportionate share interest in the land and or premises together with proportionate share in the common areas and facilities and free from all encumbrances, charges, liens and attachments, situated at and lying in within Ward No.30 of the Rajpur Sonarpur Municipality P.S. Sonarpur, Dist. 24 Parganas (South) together with undivided proportionate share of land.*

**SCHEDULE - "C" REFERRED TO ABOVE**  
**(Schedule for Specification of Work)**

1. *That the construction of the new building generally of R.C.C., framed structure as per the design of the architect and Chartered Engineer. Each work in filling of foundation trenches, plinths etc. with good earth in layers including watering and ramming etc. layer by layer as completed.*
2. **R.C.C.Work:** *All R.C.C., works in foundation plinth, beams, lintel, columns, floors, beam floor slab, stair case etc. are concrete mix (1:2:4) with necessary reinforcement as per design.*
3. **BRICK WORK:** *All outer walls are 8" thick and interior brick work is 573" thick with 181 class brick in C.M. (1:5).*
4. **FLOORING:** *All floors in rooms, kitchen and toilet, verandah will be finished with 2'x2'Vitrified tiles.*
5. **KITCHEN:** *Marble/tiles platform in kitchen, marble/tiles work above the cooking platform, one black stone sink and one top as provided in kitchen.*
6. **TOILET & BATH:** *Toilet of each unit provided English style commode of Hind Ware Company with one standard pattern water close with flushing cistern and one shower and one tap. Toilet/bath*

*room walls are 4' height tiles finished. One steel pipe 3' long small towel rail will be fixed on toilet wall.*

- 7. WALL FINISH:** *Inside wall will be plastered with cement sand mortar (1:5) coated with best quality piaster of parish, outside wall will be pestered with cement sand mortar (1:5) and snowsem.*
- 8. STAIR CASE:** *R.C.C, framed stair with Cast in Marble steps with milled railing on top.*
- 9. DOOR:** *Main door made with wood and one iron collapsible gate also be provided in the main door and other will be commercial flush door of Green Ply Company with locking arrangement and the entire door frame will be made in shal wood.*
- 10.WINDOWS:** *Shal wood window frame with glass fitted as per window size painted with primer coat.*
- 11.WATER ARRANGMENT:** *Water shall be provided through tap pipe line from Overhead tank and from deep tube well.*

**12.ELECTRIFICATION:** *P.V.C. wiring rally concealed with Poly cab or Havel's ware and each bed room shall be provided two light points, one fan point and one extra power point and beside that master bed room shall be provided with one Air Condition point. The kitchen shall be provided light point, Aqua guard point, Micro oven point, and chimney point. The drawing cum dining hall shall be provided T.V. point, two fan points, one fridge point and one power point. Beside that there shall be a common electric meter for common areas which shall be provided by the Developer by getting connection from WBSEDCL, and the Purchasers shall take electric connection for his purchased flat in his/her own and the Developer shall provide help to get an electric connection from the concerned authority on payment of expenses bear by the purchasers.*

**EXTRA WORK:-** *Purchaser's request for extra work and /or change in at excluded specification towards betterment and fixing of costly items shall be entertained before commencement of the construction work of the specification item and the buyers shall be required to pay for the extra cost as may be requested by them shall be entertained before commencement of the construction work of the specified items and the buyers shall be required to pay*

*for the extra cost as may be determined by the Developer or his Architect in advance.*

**SCHEDULE - "D" REFERRED TO ABOVE**  
**(Schedule of Payment)**

*Total Consideration amount for the said flat as sum of Rs. 27xxxxxxxxxxxxxxxxx only the Schedule of payment will be made as following manner:-*

*1. Booking Amount already paid Rs. xxxxxxxxxxxxxxxxxxxx*

*2. At the time of execution of this Sale Agreement to be paid by the purchasers a sum of Rs. xxxxxxxxxxxxxxxxxxxx*

*And rest amount will be paid through bank loan within 45-60 days of signing this agreement ).*

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

*SIGNED, SEALED & DELIVERED*

*In the presence of*

*WITNESSES:*

*1.*

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*SIGNATURES OF THE  
VENDORS/SECOND PARTIES.*

*2.*

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*SIGNATURES OF THE  
PURCHASERS/THIRD PARTIES*

*Drafted by me :*