

AGREEMENT FOR SALE

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

BETWEEN

(2)

M/S. C AND C CONSTRUCTION (PAN NO – AAOFC2957J), a partnership firm having its registered office at No – 3, Shyama Charan Chatterjee Street, P.O & P.S. - Belgharia, Kolkata – 700056, being represented by its present partners viz. **(1) SRI NARAYAN CHOWDHURY (PAN NO – ACNPC6283E)**, Son of Late Nakshatra Bimal Chowdhury, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at “ Anu Bhavan “, No – 3, Shyama Charan Chatterjee Street, P.O. & P.S. - Belgharia, Kolkata – 700056, Dist. 24 Parganas (North), **AND (2) SRI AVIJIT CHANDRA (PAN NO – AENPC5468F)**, Son of Late Sambhu Nath Chandra, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at “ Shibalay Apartment “, 101 and 101/2, Feeder Road, P.O. & P.S. - Belgharia, Kolkata – 700056, Dist. 24 Parganas (North), hereinafter called and referred to as the **VENDORS/LANDOWNERS/DEVELOPER**, (which term or expression shall unless excluded by or repugnant to the context mean and include their heirs, executors, administrators, representatives, and assigns) of the **FIRST PART.**

AND

(1) MR./MRS. (PAN NO –), Son/Wife/Daughter of, by Faith –, by Nationality –, by Occupation –, Age yrs, residing at....., hereinafter referred to as the **PURCHASER/S** (which term or expression shall unless excluded by or repugnant to the context mean and include their heirs, executors, administrators, representatives, and assigns) of the **OTHER PART.**

WHEREAS One Kanai Lal Biswas the owner of land measuring about 4 Cottahs 11 Chittaks homestead land in E/P 743, S/P – 1296 comprising under C.S. Plot No. 3749 of Mouza – Ariadaha-Kamarhati, P.S. – Belgharia, Kolkata – 700056, by virtue of a Registered Gift Deed executed by and under scheme of Refugee Rehabilitation Department (RR DEPT) by the Governor of West Bengal on 16th March 1992, Being Deed No 579, recorded in Book No. 1, Volume No. 8, Pages From 213 To 216. Thereafter the said Kanai Lal Biswas recorded his names in the Kamarhati Municipality and the Property/Premises known as 54 Milan Pally, D.P. Nagar, Kolkata – 700056, under Ward No. 25, Holding No. 455, he mutated his name in the BL & LRO office and paying the Tax and Khazna regularly.

AND WHEREAS while enjoying the same the above named Kanai Lal Biswas sold and transferred the property in favour of Sri Narayan Chowdhury and Sri Avijit Chandra which is duly registered in the Office Of Cossipore Dumdum and recorded there as Book No. 1, Volume No. 91, Pages From 293 To 300, Being Deed No. 5557 of 2008.

AND WHEREAS the above named owners for their mutual benefit have decided to make improvement and Development of their property jointly after the necessary mutation of their said premises.

AND WHEREAS thus the Vendors herein have absolutely seized and possessed enjoying the property peacefully or otherwise entitled to the said property as absolute owners and enjoying the same peacefully. The Vendors herein declare that their property is free from all encumbrances and no suit is pending before any competent consent. Property is not mortgaged or leased with any Bank or Authority.

AND WHEREAS the aforesaid landowners has duly mutated their name in respect of their aforesaid plot of land measuring 4 Cottahs 11 Chittaks more or less along with structure standing thereon in the office of the Kamarhati Municipality and subsequently introduced them a new Holding No – 455, under Ward No – 25, being premises no – 54, Millan Pally, P.O. & P.S. – Belgharia, Kolkata – 700056, Dist. North 24 Parganas, West Bengal.

(3)

AND WHEREAS the aforesaid Vendor/Developer dismantle the old dilapidated structure and constructed a **Ground + 3** upper storied building known as "**GALAXY APARTMENT**" consisting with several flats, shops and garages on the demise land particularly described in the Schedule A, hereunder written and the present Purchaser being in need of a **Flat (No.)** measuring super build up area **sq. Ft. More or less** atfacing on the**Floor** and approached the Vendor/Developers for sale of a Flat and stated aforesaid in the newly constructed building known As "**GALAXY APARTMENT**" situated at the premises no – 54, Millan Pally, P.O. & P.S. – Belgharia, Kolkata – 700056, Ward No. 25, Holding No. 455 under Kamarhati Municipality.

AND WHEREAS the Vendor/Developers agreed to sell and the Purchaser agreed to purchase a complete independent **Flat (No.)** measuring a super build up area **sq.ft. More or less** on the **Floor** at facing for a total consideration amount of **Rs./- (Rupees Only) @/- Per Square Feet Only** and more fully and particularly described in the **Second Schedule** hereunder written together with the undivided proportionate share in the importable land which is specifically mentioned in the **First Schedule** herein below being Premises No. 54, Millan Pally, P.O. & P.S. – Belgharia, Kolkata – 700056, Ward No. 25, Holding No. 455 under Kamarhati Municipality, Dist. 24 Parganas(N), West Bengal, for a total consideration amount of **Rs./- (Rupees Only)** being the cost of the said Flat out of which the Purchaser at the time of execution of this agreement will pay **Rs./- (Rupees Only)** by **Cash/Cheque** as **Booking Money and/or Advance** particularly described in the memo of earnest money hereunder written under the following terms and conditions hereinafter appearing :-

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed upon by and between the parties here to the following terms and conditions.

1. That the Purchaser have taken inspection of all papers and documents and evidences of title relating to the said property and became satisfied to the right, title and interest of the Vendor/Developers into the said land to construct the building and satisfied themselves about the same and have accepted the right, title and interest of the Vendor/Developers in respect of the said property and shall not raise any objection and/or requisition with regard thereto.
2. The Vendors/Developers agrees to sell and the Purchaser agrees to purchase **ALL THAT Flat (No.)** measuring super build up area **sq. Ft. More or less** at facing on the **Floor** of the said newly constructed building more fully and particularly described in the **Schedule – B**, hereunder written and hereinafter referred to as the **SAID FLAT** as per the plan drawing designs and specification inspected, seen, and approved at and for a total consideration of **Rs./- (Rupees..... Only) @...../- Per Square Feet for Flat**, situated at premises no. 54, Millan Pally, P.O. & P.S. – Belgharia, Kolkata – 700056, Ward No. 25, Holding No. 455 under Kamarhati Municipality, which shall be payable by the Purchasers to the Vendors/Developers in the manner mentioned hereunder written. The time for payment mentioned hereunder is the essence of the contract.

(4)

3. The Vendor/Developers undertake **24 months** to complete the project from the date of building sanction plan from the competent authority.
4. The Purchasers hereby agreed to pay to the Vendor/Developers all amount payable under this agreement as per payment schedule and when the same would become payable further subject to the provisions contained herein. Vendors/Developers shall not be bound to give any notice to the Purchaser demanding such payments and in case of default of payments the Purchaser shall not be entitled to plead non service of demand notices and excuse for non payment and liable to pay a penalty of 24% per annum of every payment schedule break subject to the payment in terms of hereinabove written the transaction shall be completed simultaneously on and before the execution and registration of the Deed Of Conveyance in favour of the Purchaser or their nominee/nominees.
5. After the execution of this agreement, if a good marketable title happens to be made out by the Purchaser without any schemes of acquisition or requisition the Vendor/Developers on full payment of the consideration shall execute and register proper deed of conveyance in respect of undivided proportionate share in the said land along with the Shop as Second Schedule hereunder written in favour of the Purchaser or her nominee or nominees as may be specified in which case the Vendors shall cause, jointers of such other person or persons specified as nominees if necessary to pass and convey absolute title to of the land and the Flat unto the Purchaser, and deliver peaceful vacant possession of the Flat to the Purchaser.
6. That the Purchaser has to pay total consideration amount as per schedule above from the date of Agreement, in case the Purchaser fail to pay the balance consideration money within the stipulated period or cancel the booking i.e. as per agreed payment schedule hereinabove the Vendor/Developers shall be at liberty to cancel this agreement and shall further be at liberty to sell the said Flat to any new intending Purchaser/Purchasers and the money already paid by the Present Purchaser shall be returned by the Vendors/Developers to that Purchaser after deducting **10%** of the Down money. It is also provided that the Balance amount will be returned to the purchaser after selling of the said Flat to any intending Purchaser/Purchasers. The Purchaser shall bound to pay if the area increases at the time of hand over of possession of the said flat and vice versa.
7. In the event of the title being found good and marketable and if the Purchaser fails or neglects to fulfil his/her/their obligation under this Agreement, the Owners/Vendors shall have the liberty to escalate the price at the then market price.
8. After the purchase so long as the said **FLAT** shall not be separately assessed for Municipal Taxes, Urban land taxes and other taxes the Purchasers shall pay to the Vendor/Developers, a proportionate share of the Municipal Taxes or any other taxes in respect of the said building. Additionally the Purchaser has to pay **G.S.T.** in respect of the said Flat as quantum imposed by the Taxation Authority.
9. The Purchaser shall maintain at their own costs of the said **FLAT** as to be acquired/purchased by them in good condition and shall abide by all bye-laws, rules and

regulations of Government, Municipal Authorities and local bodies including the society or association which may be formed from proper maintenance of the said building.

10. The Purchaser hereby agreed and undertake to be a members of the association of society to be formed for the purpose of maintenance of the common portion of the building and common services by the owners of the said building.
11. After receipt by the Vendor/Developers all the consideration money payable to it under this agreement by the Purchaser and the Purchaser would have duly performed and observed that all to be performed by them under this Agreement the Vendor/Developers shall execute and register a sale deed in respect of the said Flat in favour of the Purchaser together with undivided proportionate share of the land mentioned in the Schedule – 'A' hereunder written.
12. The Purchasers shall not allow or permit to be allowed to store any goods, articles or things in the staircase, lobbies and other common spaces of the building or any portion in the open or any part thereof. The Purchaser shall neither block nor permit the blocking of the staircase, lobbies and other common parts of the said building or any portion thereof.
13. The Purchaser shall not use the said Flat or any portion thereof in any manner which may or is likely to cause nuisance or annoyance to other occupiers at the said building. The Purchasers shall not carry on or permit to be carried on upon the said Flat or any part thereof any offensive or unlawful business whatsoever and shall not to do or permit to be done anything in the said Flat which may be illegal.
14. The Purchaser shall not throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, accumulated or allow the same accumulated in any portion of the said building.
15. The Developer shall install a Main meter (440V) and a Separate Electric meter in the name of the purchaser in the said building. The Proportionate cost of such installation of **Main Meter And Electric Meter Of Rs. 15,000/- (Rupees Fifteen Thousand Only)** to be payable by the purchaser to the Developer.
16. That the Purchaser shall be liable to pay all **G.S.T.** and other **Government Taxes** in respect of the **Schedule – B** property, whatsoever from it may be either in existence or which may be levied hereinafter by the State or Central Government Authority or Authorities.
17. That the Vendor/Developers shall pay all the Municipal Taxes of the said premises up to the date of handing over possession of the Flat to the Purchaser and on from the date of handing over possession of the said Flat by the Vendor/Developers to the Purchaser all the proportionate Municipal Taxes as shall be determined by the Vendors/Developers shall be paid by the Purchaser forthwith falling which the Purchaser shall be liable to pay the statutory interest there upon after separate assessment of the said Flat in the records of the local Municipality. The completion certificate will be provided to the purchaser within 2 yrs from taking possession of the said Flat. All the Municipal Taxes shall be directly paid by the Purchaser to the local Municipality.

18. All costs, charges and expenses in connection with the preparing, engrossing, stamping and registering the proposed sale deed, transfer deed and other documents and papers as shall be required to be executed and registered by the Vendor/Developers and cost of such registration shall be borne by the Purchaser and all the legal charges to be borne by the Purchaser.
19. The possession of the said Flat shall be given to the Purchaser on payment of the full consideration money in due time according to the mentioned herein and that the purchaser shall be liable to cause register the Deed Of Conveyance within **2 (Two) months** from the date of delivery of the possession of the said Flat after payment of the entire consideration as stipulated in payment schedule hereunder and in the event of failure by the purchaser to cause register the deed of conveyance within such stipulated period shall be liable to pay the tax and other penalties which may be levied by the concerned authority for non-registration of the deed of conveyance as stipulated under the statute of the State Of West Bengal.
20. That the Vendors/Developers and the Purchaser shall avail himself/themselves of all financial assistance from any financial institutions.
21. That the Purchaser shall not affix, paste or put any signboard or neon sign at or upon the said building or said entry walls or in roof of the said building or in common portion except the space provided for the said Flat.
22. That the Purchaser shall not keep or store in or upon the said space or any portion of the said building any inflammable or combustible articles such as explosive, chemicals, films or any offensive articles or chemicals giving offensive smells.
23. That the Purchasers shall pay extra charges in advance of the extra works other than the specification made in this agreement before starting the said extra works.
24. The Purchaser will have useable right over the Roof, Stair and Lift of the said building.
25. The Purchaser shall not sell, transfer, assign, convey, mortgage, charge, or in any way encumber or deal with or dispose of the Flat or under let or part within the Purchaser's interest Under or the benefit of this Agreement or any part thereof till and all dues of whatsoever nature owing by Purchaser to the Vendor is fully paid,
 1. Each and every occupier of the proposed flats, shops, and garages of the proposed building including the Vendors/Owners shall enjoy proportionate land as well as all common facilities and rights according to the provisions of the **West Bengal Apartment Ownership Act, 1972**.
 2. At any time any dispute shall arise between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching there present or determination of any liability of the parties under the agreement. The same shall be referred to an Arbitrator for their protection, for Arbitration within the meaning of the **Arbitration and Conciliation Act, 1996** or any statutory modifications there under enforced and the decision of the said Arbitrator will be binding on both the parties and both the parties have no objection to the same in any manner whatsoever.

In this agreement unless it be contrary to repugnant to context –

- a. Singular shall include the plural and vice versa.
- b. Masculine shall include the feminine and vice versa.

THE SCHEDULE 'A' ABOVE REFERRED TO

(Description Of The Total Land)

ALL THAT piece and parcel of a Bastu land measuring an area of **04 (Four) Cottahs, 11 (Eleven) Chittaks, with Kuntcha Structure** be the same a little more or less lying and situated within District: North 24 Parganas, Mouza – Ariadaha Kamarhati, comprised in C.S. Plot No. 3749, E/P No. 743, S/P No. 1296, within the local limits of Kamarhati Municipality under Ward No. 25, Holding No. 455, being Premises No. 54, Millan Pally, P.O. & P.S. – Belgharia, Kolkata – 700056, A.D.S.R. Belghoria, District - North 24 Parganas, W.B. together with a multi-storied building thereon. The property is butted and bounded as follows :

On the North	:	By The Common Passage.
On the South	:	By The Old Nimta Road .
On the East	:	By The Common Passage.
On the West	:	By The House Of M. Bal.

THE SCHEDULE - "B" REFERRED TO ABOVE

(Description of the Flat to be transferred)

ALL THAT self contained and independent **Flat (No.)** measuring Super Built- up area of **Sq.ft. More or less** on thefacing of **Floor comprising of Bed Room, Kitchen, Toilet and Drawing/Dining Room and Balcony** of the said newly constructed building known as **"GALAXY APARTMENT"** lying and situated under Ward No. 25 of Kamarhati Municipality, being Holding No. 455, Premises No. 54, Millan Pally, P.O. & P.S. – Belgharia, Kolkata – 700056, within the District of North 24 Parganas, together with undivided, undemarcated, impartible proportionate share or interest in the land as described in the Schedule - "A" hereinabove written along with common rights and facilities of the said building. The Flat and Garage is butted and bounded as follows :

ON THE NORTH	:
ON THE SOUTH	:
ON THE EAST	:
ON THE WEST	:

THE SCHEDULE – "C" AS REFERRED TO ABOVE

(Payment Schedule)

The total consideration is **Rs. (Rupees)** only which is to be paid by the Purchaser to the Developer in the following manner :-

- a) **Rs./- (Rupees) Only shall be payable during execution of this agreement.**
- b) **Rs./- (Rupees) Only shall be payable at the time of Soil Cutting.**
- c) **Rs./- (Rupees) Only shall be payable at the time of 1st Floor Roof Casting.**

d) Rs...../- (Rupees) Only shall be payable at the time of 2nd Floor Roof Casting.

e) Rs./- (Rupees) Only shall be payable at the time of Brick and Plaster work of the said Flat.

f) Rs./- (Rupees) Only shall be payable at the time of Marble/Floor Tiles work of the said Flat.

g) Rs./- (Rupees) Only shall be payable at the time of Plumbing And Sanitary work of the said Flat.

h) Rest shall be payable at the time of Registration/Possession Of Said Flat.

THE SCHEDULE 'D' ABOVE REFERRED TO

(Common rights)

- 1) Common passage on Ground Floor of the building.
- 2) Water Pump, Water Tank, Underground Reservoir, Overhead Tank and Water Supply Line.
- 3) Electric service line and electric main line, wiring, electric meter installed in the building and in the meter room.
- 4) The meter room.
- 5) Drainage and sewers.
- 6) Such other common parts areas, equipments installation, fixtures, fittings and spares in or about the building as are necessary space are to use to the said Flat in common.
- 7) Proportionately.
- 8) Stair, Stair Case.
- 9) Common Roof.
- 10) Lift.

THE SCHEDULE 'E' ABOVE REFERRED TO

(COMMON EXPENSES)

(Proportionate to area of ownership)

- 1) All cost maintenance, operating, replacing, whitewashing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common parts, and also the outer walls of the said building.
- 2) All charges and deposits for supplies of common utilities.
- 3) Municipal taxes and other outgoing save those as are separately assessed on the respective units.
- 4) Costs and charges of establishment for maintenance of the said land and building.
- 5) All litigation expenses for protecting the title of the said land building.
- 6) All other expenses and outgoing as are deemed by the Vendor and Developers and the Purchasers to be necessary or incidental for and regulating interest the right of the Purchasers.
- 7) All expenses referred above shall be borne and paid proportionately by the owner and co-Purchasers on and from the date of making over possession of their portion.

SPECIFICATION OF FLAT AND FITTINGS MAIN FEATURES

R.C.C : R.C.C. Foundation and framed structure with 8'' thick outer wall and 5''/3'' thick inner partition wall.

BRICK WORK : First & 2nd class Brick/Block Bricks as available in the market.

FLOORING : Good quality Marble Flooring/Floor Tiles with 4'' skirting for the said flat.

WALLS : All outer walls are 8'' and inner walls are 5'' and 3'' together with cement plastering, finished with Plaster of paris for the said flat.

DOORS : All door frames shall be of Sal wood. Main door shall be made by Designer Flush Door and rest of the doors will be made by flush door and the doors of toilet and W.C. will be provided by P.V.C. door for the said flat.

WINDOWS : Aluminium sliding fitted with smoked glass with integrated grill for the said flat only.

KITCHEN : Kitchen platform shall be made by Blackstone And Green Marble Table Top and Glazed tiles above cooking platform up to 3' (Three Feet) height along with a steel sink for the said flat only.

DINING : One White basin will be provided for the said flat only.

TOILET : Western White Commode with marble flooring with 4'' skirting and the toilet wall height would be 6' height by glazed tiles of good quality for the said flat only.

W.C. : Glazed tiles up to 6' (Six Feet) height from the floor level, One White Western commode with cistern, one bib cock for the said flat only.

PLUMBING : Concealed with adequate point.

ELECTRIC : Concealed with 20 adequate requisite points excluding A.C. and Geyser Point.

STAIR-LANDING : Developer's Choice.

The specification can be altered according to the mutuality of the parties herein.

EXTRA WORK : Other than aforesaid specification above shall be done by the Developer on receiving written instruction from the Purchasers at his own cost and expenses. An estimated amount shall be paid in advance to the Developer before starting the extra work.

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

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF

1) 1.....
2.....

(SIGNATURE OF THE VENDOR)

2) 1.....
2.....

Partners of C And C Construction
SIGNATURE OF THE DEVELOPER

DRAFTED BY:

SIGNATURE OF THE PURCHASER

(10)

MEMORANDUM OF PAYMENTS

Received of and from the within named Purchaser a sum of Rs./- (Rupees) only by way of Advance in respect of the sale of a Flat mentioned in the Schedule – B hereunder written as per memo of payment schedule below(Payments are subject to encashment or realisation of cheque only) :-

PAYMENT SCHEDULE

CHEQUE/CASH/PAY ORDER NO./NEFT	DATE	DRAWN ON	AMOUNT(RS)

(RUPEES.....) ONLY

TOTAL –/-

WITNESSES :

- 1.
- 2.

SIGNATURE OF THE VENDORS/DEVELOPERS

Drafted By Me :-

(B. Cowdhury)