

AGREEMENT FOR SALE

This Agreement is made the _____ day of in the year 2026 at
Malda.

BETWEEN

P.R. CONSTRUCTION, a Company incorporated under the Indian Partnership Act, 1932, having its Registered office at Sarbamangala Pally, P.S.-English Bazar, P.O. & Dist.-Malda – 732101, W.B., India, PAN-ABHFP2459A, represented by its partners **(1) RANJIT MUSADDI**, S/O Late.– Parmeswar Musaddi, **PAN-AELPM4063J**, by faith Hindu, by Profession-Business, residing at Manaskamana Pally, P.S.-English Bazar, P.O. & Dist.-Malda – 732101,W.B. **(2) PRASENJIT SETH**, S/O – Puranjoy Singha Seth, **PAN-ASTPS6093G**, by faith Hindu, by Profession-Business, residing at Sarbamangala Pally, P.S.-English Bazar, P.O. & Dist.-Malda – 732101,W.B. **(3) GITA MUSADDI**, W/O – Ranjit Musaddi, **PAN-ALBPM1824C**,by faith Hindu, by Profession-Business, residing at Manaskamana Pally, P.S.-English Bazar, P.O. & Dist.-Malda – 732101, W.B., **(4) SOMA SETH**, W/O – Prasenjit Seth, **PAN-BKKPS0287G**, , aged by faith Hindu, by Profession-Business, residing at Sarbamangala Pally, P.S.-English Bazar, P.O. & Dist.-Malda – 732101,W.B. In Hereinafter called and referred as **“DEVELOPER / VENDER”** (Which expression shall unless, excluded by or repugnant to deemed to mean and include executors, administrators, successors and assigns) of the **ONE PART**.

AND

(1) SMT. ANIMA SAHA, PAN- RDSPS8700R, Wife of. Late Nityananda Saha, , by Faith-Hindu, Profession-Grihasti resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(2) SRI JOYSURYA SAHA, PAN- AKLPS6587K, Son of Late Nityananda Saha, , by Faith-Hindu, Profession-Business, resident of Sarbamangala Pally , P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(3) JAYATI SAHA ROY CHAUDHURY, PAN- BSMPS3205A, Daughter of Late Nityananda Saha, , by Faith-Hindu, Profession-Govt. Service, resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(4) SRI JAYABRATA SAHA, PAN-BFVPS5475J, Son of Late Nityananda Saha, , by Faith-Hindu, Profession-Business, resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(5) KABITA GHOSH SAHA @ KABITA SAHA, PAN-AEXPG4722J, wife of Late Gour Hari Saha, , by Faith-Hindu, Profession-Grihasti resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(6) SHANTA DAS SAHA @ SHANTA SAHA, PAN-CFIPD6297R, Daughter of Late Gour Hari Saha, by Faith-Hindu, Profession-Grihasti resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B. Citizen of India.

(7) SINGDHA KUNDU @ SINGDHA SAHA, PAN-JDEPK1188K, Daughter of Late Gour Hari Saha, by Faith-Hindu, Profession-Grihasti resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B. Citizen of India.

(8) SUSHANTA SAHA, PAN-BQPPS5633D, Son of Late Gour Hari Saha, by Faith-Hindu, Profession-Govt. Service, iresident of S Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B. Citizen of India.

(9) RANJIT MUSADDI, PAN-AELPM4063J, son of late Parmeswar Musaddi, by Faith-Hindu, Profession-Business, resident of Manaskamana Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(10) PRASENJIT SETH, PAN-ASTPS6093G, son of Puranjoy Singha Seth, by Faith-Hindu, Profession-Business, resident of Sarbamangala Pally, P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India.

(11) SUKUMAR MAHANTA, PAN-BBKPM2524H, son of Late Kanchan Mahanta, by Faith-Hindu, Profession- Business, resident of Manskamana Pally, , P.S.- English Bazar, P.O. & Dist. Malda, PIN-732101, W.B., Citizen of India hereinafter called and referred as "**LAND OWNER**". (Which expression shall unless, excluded by or repugnant to deemed to mean and include executors, administrators, successors and assigns) of the **CONFIRMING PARTY**.

(acting through its attorney & representative of P.R.CONSTRUCTION its partner through **Power Of Attorney (1) RANJIT MUSADDI**, S/O Late.- Parmeswar Musaddi, **(2) PRASENJIT SETH**, S/O – Puranjoy Singha Seth, **(3) GITA MUSADDI**, W/O – Ranjit Musaddi, **(4) SOMA SETH**, W/O – Prasenjit Seth, Partners of **P.R. CONSTRUCTION** (constituted vide a deed of Power of Attorney after registered Devlopment Agreement registered as

document No. 1-0901-18152/2025 dt.24th November , 2025 in the office of DSR Malda).

AND

....., **S/O//D/O//H/O//W/O**.....,
PAN No., Aadhaar No....., by caste -
Hindu, residing at Post -, Dist.- Malda, PIN
No..... (W.B), Citizen of India. Hereinafter referred to as the
'PURCHASER', hereinafter called and referred as **"PURCHASER OF THE
OTHER PART"**.

WHEREAS the mentioned in 'A1' schedule below property measuring 10.80 decimal (As per Deed) of land jointly acquired Haripada Saha, Nityananda Saha and Gour Hari Saha gifted by their mother by way of registered Deed of Gift bearing deed No. 12030 for the year 1960 registered at the Office of DSR, Malda.

During the possession Haripada Saha sold to Nityananda saha his share of property i.e. 3.66 decimal by way of registered Sale deed bearing deed No. 271 and 272 both for the year 1989 registered at the Office of ADSR, Malda.

After that Nityananda Saha became the absolute owner in possession of the property total area of land 3.66 decimal + 3.66 decimal = 7.32 decimal.

At the time of the possession Gour Hari Saha died leaving behind the follows legal heirs namely Kabita Ghosh Saha @ Kabita Saha, Santa Saha @ Santa Das Saha, Singdha Saha @ Singdha Kundu and Susanta Saha. After that they became of the absolute owner in possession of the property of Gour Hari Saha and L.R. Record of Rights bearing L.R.R.O.R. No. 509, 2611, 2962, 3070 stands in the name of Kabita Ghosh Saha @ Kabita Saha, Santa Saha @ Santa Das Saha, Singdha Saha @ Singdha Kundu and Susanta Saha.

During the jointly possession Nityananda Saha and the legal heirs of Gour Hari Saha they execute of Partition Deed vide No. 9710 dated 18.09.1992 registered at the Office of DSR, Malda, measuring 10.80 decimal (As per Deed) . Nityananda Saha became the first part of the Partition Deed get 7.20 decimal and Legal heirs of the Gour Hari Saha became the first of the Partition deed get 3.60 decimal.

During the possession Nityananda Saha recorded his name L.R.R.O.R. vide L.R. Khatian No. 1324 and he died leaving behind the flowing legal heirs namely Anima Saha, Jaysurya Saha, Jayati Saha Roy Chaudhury and Jayabrata Saha.

After that Anima Saha, Jaysurya Saha, Jayati Saha Roy Chaudhury, Jayabrata Saha, Kabita Ghosh Saha @ Kabita Saha, Santa Saha @ Santa Das Saha, Singdha Saha @ Singdha Kundu and Susanta Saha became the absolute owner in possession of the property.

WHEREAS the mentioned in 'A2' schedule below property measuring 9.53 decimal of land Ranjit Musaddi, Prasenjit Seth, Sukumar Mahanta purchased from Sukanta Chowdhury by way of registered Deed of Sale bearing deed No. 2959 & 2960 both for the year 2011 registered at the Office of ADSR, Malda dated 19/04/2011.

After that Ranjit Musaddi, Prasenjit Seth, Sukumar Mahanta purchased to Sukanta Chowdhury became the absolute owner in possession of the property and L.R. Record of Rights bearing L.R.R.O.R. No. 3700, 3701, 3699 stands in the name of Ranjit Musaddi, Prasenjit Seth, Sukumar Mahanta purchased from Sukanta Chowdhury and paying Govt. & Municipal Taxes.

AND WHEREAS in order to make proper use and commercial gain out of and from the said premises/property the Land OWNERS made out a scheme for a multistoried (B+G+VI) project but due to lack of expertise and paucity of sufficient fund to undertake and complete the said project decided to engage, appoint and entrust the said development work to a capable and reputed DEVELOPER who could skillfully raise and complete the said proposed multi storied building as its costs and responsibilities and having so

decided offered the DEVELOPER to undertake the said project the DEVELOPER agreed to take up the said project and upon such agreement the parties hereto entered into this Development Agreement under mutual terms and conditions

AND WHEREAS in order to make proper use and commercial gain out of and from the said premises/property the Land OWNERS made out a scheme for a multistoried project but due to lack of expertise and paucity of sufficient fund to undertake and complete the said project decided to engage, appoint and entrust the said development work to a capable and reputed DEVELOPER who could skillfully raise and complete the said proposed multi storied (G + 6) building as its costs and responsibilities and having so decided offered the DEVELOPER to undertake the said project the DEVELOPER agreed to take up the said project and upon such agreement the parties hereto entered into this Development Agreement under mutual terms and conditions.

WHEREAS a Development Agreement was executed between Developer/Vender ie **P.R. CONSTRUCTION** and Land Owners ie Anima Saha, Joysurya Saha, Jayati Saha Roy Chaudhury, Jayabrata Saha, Kabita Ghosh Saha @ Kabita Saha, Shanta Das Saha @ Shanta Saha, Snigdha Kundu @ Snigdha Saha, Sushanta Saha, Ranjit Musaddi, Prasenjith Seth, Sukumar Mahanta, executed vide Development Agreement No.1-0901-14987/ 2025 dated 16-19-2025 in the office of DSR, Malda and one Irrevocable Power of Attorney vide No.1-0901-18152/2025 dated 24-11-2025 in the office of DSR. Malda, in respect of aforesaid land is owned by Land Owners. Developer/ Vendor agrees for construction of a building on the said land in the name of "**CROWN TOWN**".

AND WHEREAS the building plan for G + 6 was get sanctioned by the English Bazar Municipality vide Plan Sanction No. ____/ 202____ - 202____, dated __/__/____).

AND WHEREAS the Purchaser herein being desirous to acquire or own residential flat measuring (approx.) sq. ft. super built up area on the^h floor of the said building consisting of (.....) bed rooms, (.....) drawing cum dining, (.....) kitchen,

(.....) toilets, and (.....) balcony together with proportionate share of stair, and common service areas and common passages and also together with undivided proportionate share of the proportion of the land measuring **20.03** Decimal be the same a little more or less under municipal premises No. 707/440/621, Mouza – SERPUR MOKIMPUR, Ward – 20, within the limits of the English Bazar Municipality. Party of **FIRST PART** have agreed to sell and purchaser has agreed to purchase the residential flat on the floor of the said building namely CROWN TOWN being flat No. having super built area of Sq. Ft. (approx) be the same a little more or less for a consideration of **Rs./- (Rupees)** only along with applicable **G.S.T**, and The purchaser shall have to pay a sum of **Rs...../- (.....) only** in addition to the agreed reimbursement of cost in respect of lift installation, DG Set, CC TV etc. This flat is more fully and particularly described in Second schedule hereunder written and hereinafter for the sake of brevity referred to as the said flat.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER : -

1. That the developer affirms that the property is free of all encumbrances, charges and lines whatsoever his property described in the schedule.
2. Before execution of these presents, the purchaser has fully satisfied himself/herself as to the –
 - i) Title of the Land/Development Agreement
 - ii) The Plan sanctioned by the English Bazar Municipality
 - iii) The total salable area to comprise in the said unit
- 3) That this agreement has been entered into by the Purchaser on the developer holding out that the Developer is the authority to enter in the contract and the construction work will be carried out by the developer and developer enjoy absolute right to allocate shop, flats of the said project.
4. That the Purchaser paid to the developer of Rs./- (.....) only by Chache, bearing no dated (Rs./-) for Agreement of the property described in schedule below. The rest amount **Rs./- (Rupees)** only and applicable **G.S.T**. shall be paid to the developer in the following manner

- i) 2nd Installment of Rs./- (Rupees) only + applicable **GST** shall have to pay after three months of 1st installment.
 - ii) Balance amount shall have to pay at the time of registration of the Flat.
- 5) That the purchaser shall arrange electric connection and other utility services at her own cost and developer shall extend all support for obtaining approval from competent authority.
- 6) That the developer shall hand over the possession to the purchaser within **10(ten) months** if purchaser paid the agreed sum as per stipulations stated supra.
- 7) That in case of force majeure such as strike, earthquake or natural calamities, pandemic, the developer may extend the time of delivery.
- 8) That the all legal matter pertaining to the property shall be guided by the Apartment Ownership Act 1971.
- 9) That the developer shall arrange solicitor for registration of the property and the purchaser shall pay the fees of registration and other charges required for registration.
- 10) In case the Purchaser fail to pay amount of installment within the schedule of time, he/she shall be under strong obligation to pay an additional amount of interest at the rate of 15% p.a. of the amount of installment defaulted for the period of delay. After three months delay, Promoter has the right to cancel this Agreement and Promoter may sell the Flat to other Party and promoter refund deposit money after sell of this unit/Flat.
- 11) The Purchaser shall be liable and responsible for payment and discharge of all taxes and charges in respect of the said Flat after registration and shall continue to pay proportionate share of rates, levies and charges to the vendors till the formation of the Purchaser Association and is separately liable for payment of such rates, taxes and charges thereafter to the Association.
- 12) The Purchaser shall have the right to subject and lateral support and protection from the other parts of the building uninterrupted passage to the flat in question and running water through sewerage / sewers drains and water course. The purchase shall not at any time demolish or cause to be damaged, the said flat or any part there of which might prejudicially affects the safety, security and beauty of the said

premises or cause any nuisance or inconveniences to the other and/or occupiers of any portion of the said premises. The purchaser shall not make any deviation or alteration in the elevation or in the outside colour scheme of the said flat.

- 13) On getting possession of the said flat agreed to be purchased by the purchaser at his/her own costs shall at all times maintain the flat in good and proper state of repair and shall abide by all laws, rules and regulations of the Municipal Authority be formed by the Association of Owner's of the Flat for common benefits and interest of all the flat or purchasers.
- 14) The Purchaser shall not use the said flat or any portion thereof for any other purposes what sever other than for residential purpose (including let out for residential) which any cause nuisance or annoyance to the occupiers of their flats and such acts, which are detrimental to the interest.
- 15) The Vender/Promoter shall provide the electric line up to the flat and separate electric meter shall be installed by the Purchaser at his/her own cost and the purchaser shall make necessary arrangements for electric fitting required for the said flat at his/her own costs and expenses.
- 16) The Purchaser shall be bound from time to time and at all time to sign all papers and documents and to do all acts deeds and matter or thing as the Vendor/Promoter/ Land Owner may lawfully required for safe guarding the interest of the Vendor and/or the Purchaser or other Occupiers/Purchasers or other proportions of the said premises.
- 17) That it is hereby agreed and understood explicitly between the parties here to the Buyer shall be solely responsible for payment of any Goods and Service Tax (G.S.T), Income Tax (T.D.S.) or any other similar levy that may become livable with respect to the sale / construction of the apartments under this agreement or the sale deed and/or the agreement of construction **if any taxes as levied by the Central or State Government in respect of sale of flat then this will be borne by the Purchaser.**
- 18) Until the final and last balance amount will be paid by the Purchaser the Vendor/Promoter and the Vender shall not hand over the said flat to the Purchaser.
- 19) From the date of this Agreement, there shall not be any price escalation till the handing over the possession of the flat.

- 20) The Owner/Promoter/Land Owner has right to exchange or change subject to the betterment of the building at the time of construction without changing the sanction plan. If any discrepancy arises about the options of any item, **the Vendor/Promoter decision will be final.**
- 21) At the time of delivery the Purchaser is bound to check up all the sides of building and after delivery of the flat i.e. after possession, no complain will be entertained.
- 22) If the Purchaser requires better finishing and additional features at his/her flat he/she shall have to inform the Owner/Promoter prior to the completion of the said feature and the responsibility of informing the Owner/Promoter lies solely with the Purchaser, the Purchaser shall have to bear such additional cost as heeded for the purpose well in advance otherwise it will not be possible for Promoter to take up the work. No deduction of amount for not doing any work/item advised by the flat owner will be done.
- 23) This is original agreement and another agreement done by both parties for only bank loan.

THE SECOND SCHEDULE ABOVE REFERRED TO:

THE 'A1' SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land containing an area of 10.50 decimal (As per Record) (As per deed 10.80 decimal) be the same a little more or less lying situate within **District Malda, P.S.-English Bazar,A.D.S.R Office-Malda, Mouza-Serpur Mokimpur, J.L. No.63, R.S. Khatian No. 23 (Twenty three), L.R. Khatian No. 509** in the name of Kabita Saha, **1324** in the name of Nityananda Saha, **2611** in the name of Santa Saha, **2962** in the name of Snigdha Saha, **3070** in the name of Sushanta Saha, R.S. Plot No. **181 (one hundred eighty one)**, L.R. Plot No. **1967**, Classification- Bastu, within English Bazar Municipality, under ward No. 20, Location Sarbamangala pally,Malda,W.B, Holding No. 707/440/621 . Road Name-N.H 34 (Road Zone-Rathbari-Mahananda Bridge).

THE 'A2' SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece and parcel of land containing an total area of 9.53 decimal be the same a little more or less lying situate within District **Malda, P.S.-English Bazar, A.D.S.R Office- Malda, Mouza-Serpur Mokimpur, J.L. No.63**, R.S. Khatian No. **23 (Twenty three)**, L.R. Khatian No. **3700** in the name of Ranjit Musaddi, **3701** in the name of Prasenjit Seth, **3699** in the name of Sukumar Mahanta, R.S. Plot No. **181 (one hundred eighty one)**, measuring 2.60 decimal in the L.R. Plot No. **1965**, AND Land measuring 6.93 decimal in the L.R. Plot No. **1966**, Classification- Bastu, within English Bazar Municipality, under ward No. 20, Location Sarbamangala pally,Malda,W.B. Holding No. 707/440/621.. Road Name-N.H 34 (Road Zone-Rathbari-Mahananda Bridge).

A1 and A2 butted and bounded in the following manner:-

ON THE NORTH : Ranjan Basak

ON THE SOUTH : 8 ft wide Minucipal Lane.

ON THE EAST : 60 ft. wide Metal Road Road Name-N.H 34 (Road Zone-Rathbari-Mahananda Bridge).

ON THE WEST :Mritunjay Chaterjee and Gita Chaterjee.

THE THIRD SCHEDULE ABOVE REFERRED TO:

ALL that the residential flat namely No. measuring **sq. ft.** super built up area (Built up/Covered area Sq.Ft./Carpet Area.....sq ft.) on the side of the Floor of the building namely CROWN TOWN consisting of (.....) bed rooms, (.....) drawing cum dining, (.....) open kitchen, (.....) toilets, and (.....) balconies (**Floor type Tiles and Lift facility available**) together with proportionate share of stair, and common service areas and common passages and also together with undivided proportionate share of the proportion of the land be the same a little more or less under municipal premises No., Mouza-Serpur Mokimpur, Location Sarbamangala Pally , Ward-20, JL No.63, L.R. Khatian No. 1324,509,2611,2962,3070,3700,3701,3699, , L.R. Plot No. 1965,1966,1967 within the limits of the English Bazar Municipality, Dist- Malda and the same is butted and bounded in the manner following:

North ::
South ::
East ::
West ::

SPECIFICATION OF FLAT

Specifications of works are mentioned in details in the annexed sheets. The annexed sheets and the annexed plan, form part of this document.

1) Door : **1. Main Entrance Door**

- a) Flash Door with paint both side.
- b) Wooden Door Frames by Sal wood.

2. Other Doors

- a) Commercial Flash Door painted both side.
- b) Wooden Door Frames by Sal wood.

- 2) Window:** a) Aluminium sliding window with M.S. grill at outside the window.
 b) All windows shall have translucent glass.

- 3) Paint:** The building shall be painted externally with acrylic paint. The inside of the flat shall be wall putti finished on the plaster surface.

- 4) Kitchen:** One kitchen stainless steel Sink (heavy type) will be provide on the top of the cooking table, the cooking table should be finished by Granite stone slab and floor should be finished by 2' X 2' Vitrified tiles .

- 5) Toilet:** a) One European type white commode and one white plastic cistern. And other is W.C. Pan and Glazed tiles will be providing on the toilet walls and floor. (one Toilet attached with bed room and one Toilet is common)

- 6) Roof:** a) 2 inches thick (average) cement skid concrete including water proofing provided on the roof slab).compound provided on top of the roof.
 b) 3 fit height Parapet will be provided all around the roof.

- 7) Floor:** 2' X 2' Vitrified floor.

8) Cement: Stander Quality (ISI marked).

9) Rod: Stander Quality (ISI marked).

10) WALL: External wall will be eight (8") inches thickness, in between two flats partition wall will be five (5") inches thickness executed by 1st Class Bricks with sand, Cement mortar.

11) Lift: 6 persons

12) SOME EXTRA PROVISIONS:

- a) Electrical points should be provide in their flats in each room within the limit of 5 (five) no. of points described in the schedule.
- b) The balcony should cover with M.S. Grill.
- c) Conceal water line / plumbing works will be made by PVC pipes (ISI Marked)
- d) Inside council pipe line will be made of PPR pipes.
- e) Room height should be 10 fit from floor to floor.
- f) One Security toilet should be provided at ground floor.
- g) Fire control system be provided as per Government Rules and Regulation.

12) ELECTRICAL INSTALLATIONS

All electrical line will be concealed with copper wire. All materials must be Standard Quality.

- a) **Bed room:** 5 (five) point in each bedroom and one A.C. Point at Master Bed room.
- b) **Living \ Dining rooms:** 5 (five) point will be provided and 1 power point (16 Amp) one T.V. point (6 Amp).
- c) **Kitchen:** 1 light point, 1 Exhaust fan point, 1 power point for Micro Oven (16 Amp) & 1 Plug Point (6 Amp).

d) **Toilet:** 1 light point, 1 Exhaust fan point, 1 plug point and one Geyser Point (16 Amp).

e) **Verandah:** 1 light point.

13) WATER SUPPLY: One R.C.C. reservoir on top of the roof will be provided on. The suitable electrical pump will be installed at ground floor to deliver water on overhead reservoir from.

In witnesses whereof the parties hereto have set and subscribed their hands and seal on the day month and year first above written.

W I T N E S S E S:

1.

PROMOTER /VENDOR

2.

PURCHASER

Drafted by

RAJDEEP MISRA
Advocate, Malda.