

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on _____ day of _____, Two Thousand Twenty Six (2026).

BETWEEN

(1) SRI SHYAMAL KUMAR GHOSH (2) BITU GHOSH (3) SMT. NUPUR GHOSH (4) SHUVANKAR GHOSH, MINOR (5) MS. TUMPA GHOSH age 16 years, 3 to 5 are wife, son and daughter of Late Tutu Kumar Ghosh son of Late Bhoot Nath Ghosh No. 4 & 5 represented by their .natural guardian and mother Smt Nupur Ghosh **(6) SMT. CHAMPA GHOSH**, wife of Sri Ratan Ghosh daughter of Late Bhoot Nath bhosh, all are by faith Hindu, by occupation Land Holder, residing at of No. 13/2, Seals Garden Lane, P.S. Cossipore, Kolkata - 700002, hereinafter jointly referred to as the **“VENDORS/LANDOWNERS”**. where owner’s represented by her Constituted Power of Attorney, **SRI. SATYABRATA CHOWDHURY**, appointed by a Power of Attorney dated 28th June, 2013 registered at the office of A.R.A.- III, Kolkata, recorded in Book No. IV, Volume No. 7, Pages from 4269 to 4287, Deed No. 04504, for the year 2013. (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators and legal representatives) of the **“FIRST PART”**.

AND

SRI. SATYABRATA CHOWDHURY, (PAN: ACOPC9869M) (Aadhar No. 3977 6938 5369), Son of Late Sailendra Krishna Chowdhury, by Faith - Hindu, by Nationality - Indian, by Occupation - Business having registered office at – 106C, Raja Dinendra Street, Kolkata - 700004, Police Station- Burtolla, Post Office - Beadon Street, hereinafter jointly referred to as the **“DEVELOPER”**. (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators and legal representatives) of the **“SECOND PART”**.

AND

SRI. _____, (PAN: _____)(Aadhar No. _____), Son of _____, by Faith - Hindu, by Nationality - Indian, by Occupation - _____, residing at No. _____, Police Station - _____, Post Office - _____, Kolkata - _____, hereinafter called and referred to as the **“PURCHASER”**. (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators and legal representatives) of the **“THIRD PART”**.

WHEREAS by an Indenture of partition dated 17th day of March, 1982 made between Sri. Bibhuti Bhusan Ghose, son of Dina Nath Ghose deceased of 35/B, Simla Road, Calcutta therein referred to as the **FIRST PART** and **(1) SMT. ILA GHOSE (2) SHYAMAL GHOSH (3) TAPAN GHOSH (4) RATAN GHOSH (5)TUTU GHOSH (6) BITU GHOSH and (7) KUMARI CHAMPA GHOSH** all are widow sons and daughter of Bhoot Nath Ghose son of Dinanath Ghose deceased of 35/B, Simla Road, P.S. Maniktala, Kolkata -700006 of the Second part therein by which the parties thereto have partitioned their joint properties that the First Part Bibhuti Bhusan Ghose became the absolute owner of the premises No. 35/B, Simla Road, P.S. Maniktala , Kolkata -700006 and the Second Part Smt. Ila Ghose and others became the absolute owner of Premises 36-C, Simla Road and the said Deed of partition was duly registered in the office of Sub-Registrar Sealdah in Book No. I , Volume no. 3, pages 270 to 279 being No.132 for the year 1983.

AND WHEREAS said Ila Ghose died intestate in the year 1993 and one Son Tapan Ghosh died intested as bachelor without any issue on 26th November, 2008 and another son Ratan Ghose died intestated 03.09.2001 as bachelor without issue and other Son Tutu Ghosh died intestate on 26th December , 2008 leaving behind his wife Sm. Nupur Ghosh, one son Shuvankar Ghosh and one daughter Ms. Tumpa Ghosh as his heirs and legal successor of respective share in respect of the said property;

AND WHEREAS the owners, herein became the absolute owner in their respective shares of the said property fully tenanted being No. 36-C, Simla Road, Kolkata as more fully ad particularly described in the schedule written hereunder with tenants schedule and hereinafter called the said property.

Thereafter, they jointly inherited the said property and became the joint and absolute owners of the said premises under the Hindu Succession Act, 1956.

Thereafter, the said joint owners mutated their names in the records of Kolkata Municipal Corporation and they have paid the Municipal Tax up to 2025-2026.

Thereafter, they jointly decided to develop the said land and they engaged a Developer, M/s. SWAPNONIR INFRASTRUCTURE DEVELOPER CO., a proprietorship firm, represented by its proprietor SRI. SATYABRATA CHOWDHURY and said Nupur Ghosh, Subhankar Ghosh, Tumpa Ghosh, Shyamal Ghosh, Bitu Ghosh and Champa Ghosh entered into a Development Agreement dated 31st MAY, 2013 registered at the office of A.R.A. - I, Kolkata, recorded in Book No. I, Volume No. 11, Pages from 225 to 262, Deed No. 05387, for the year 2013, upon the terms and conditions mentioned therein.

Thereafter, said Nupur Ghosh, Subhankar Ghosh, Tumpa Ghosh, Shyamal Ghosh, Bitu Ghosh and Champa Ghosh executed a Power of Attorney dated 28th June, 2013, registered at the office of A.R.A - III, Kolkata, recorded in Book No. IV, Volume No. 7, Pages from 4269 to 4287, Deed Being No. 04504, for the year 2013, in favour of Sri. Satyabrata Chowdhury.

Thereafter, they got the building plan sanctioned for construction of G+4 (four) storied residential building on the said land by Kolkata Municipal Corporation on 09/12/2024 valid up to 08/12/2029 vide permit no 2024020033.

That the construction work of the said G+4(four) storied residential building started by the Developer, the Purchaser herein approached the Landowners/Developer to sell and the Landowners/Developer has agreed to sell and the Purchaser has agreed to purchase subject to the said proposal to sell **ALL THAT** piece and parcel of one self-contained residential flat measuring about _____ sq. ft. super built up area more or less (Tiles flooring) consisting of 2 Bedrooms, 1 Kitchen, 1 Dining, 1 Bathroom and 1 Balcony with all civic amenities and facilities available in the said proposed building at the _____ **side** on the _____ floor, **Flat No.** _____, of the building mentioned in the Second Schedule below together with proportionate share of land and right to use stair, stair case, water reservoir, overhead tank ingress, egress in the building and other common rights and facilities of the land more fully described in the First Schedule hereunder Rate Rs. _____/- per sq. ft. at or for the total consideration of **Rs.** _____/- (**Rupees** _____) **only**, free from all encumbrances, charges and liens whatsoever.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. That the Vendor hereby agree to sell its allocated portion of _____ **side** on the _____ floor, **Flat No.** _____, more fully described in the **SECOND SCHEDULE** hereunder written and as per specification of the work as described in the **FIFTH SCHEDULE** hereunder written, proportionate share in land underneath the building comprised in the said premises no. 36C, Simla Road, Police Station – Manicktala, within the jurisdiction of Kolkata Municipal Corporation, Ward No – 15, Kolkata – 700006, fully described in the First Schedule hereunder written **Together with** undivided proportionate share of common areas and facilities provided thereto fully described in the **THIRD SCHEDULE**

hereunder written _____ sq. ft. super built up area more or less (Tiles flooring) consisting of 2 Bedrooms, 1 Kitchen, 1 Dining, 1 Bathroom and 1 Balcony of the _____ **side** on _____ floor, **Flat No.** _____, together with undivided proportionate share of land and common areas and facilities, hereinafter collectively called ("**The Said Flat**") and the Purchaser agree to purchase the said Flat free from all encumbrances, attachment, charges, liens, trusts, lispendense, acquisition/requisition proceeding and all other liabilities whatsoever at or for the total consideration of Rs. _____/- (Rupees _____) only subject to the terms and conditions contained herein.

2. The Vendors hereby declare and confirm that the said Flat will be transferred complete in all respect free from all encumbrances, liabilities, charges of whatsoever nature, lien, lispendense, trust, execution, attachment proceeding and all other liabilities whatsoever at or for the aforesaid agreed price.
3. The Purchaser simultaneously prior to execution of this Agreement have paid the sum of Rs. _____/- (Rupees _____) only paid part by part payment within 7 days in different dates and Rs. _____/- (Rupees _____) only paid within the date _____ and the balance consideration money of Rs. _____/- paid by part payment up to the time of Registration of the Flat fully described in the Memo of Consideration below to the Vendors as full and final consideration money (the receipt whereof the Vendors doth hereby admit and acknowledge as per Memo below) subject to observance and performance of the terms and conditions by the Vendors herein contained.
4. If the Vendors fails or neglects to complete the sale of the said flat within _____ Months from the date of this agreement and handing over the physical possession of the flat, to carry out any one or more of the obligations on their part herein provided or otherwise to make the said flat free from all encumbrances under law, in such event, the Vendors/Developer liable to refund the total amount paid by the Purchaser with interest at the rate 10% per annum from the date of payment up to the date of refund to the Purchaser and in such event this Agreement shall be treated as cancelled.

5. In case the Vendors/Developer fails to return the money, in that event the Purchaser can claim the money by filing money suit against the Vendors/Developer.
6. The Vendors shall co-operate with the Purchaser to obtain House – Building Loan from any Bank for purchase the said flat and execute all necessary papers as may be directed by such Bank in this behalf.
7. Upon the Vendors making out good and marketable title to the said flat within the stipulated period, as good and marketable, the Developers Advocate shall prepare the draft Deed of Conveyance of the said flat and shall send to the Purchaser for his approval and after the Draft Deed is approved by the both parties, the Vendors shall execute and register the Deed of Conveyance to be prepared on the basis of the approved draft in respect of said flat at the cost of the Purchaser, the Vendors shall deliver is full vacant possession of the flat along with the keys thereof by issuing Possession Letter in favor of the Purchaser.
8. The Vendors shall hand over all receipts up to the date of singing this agreement of common expenses for management and maintenance of the common areas and facilities along with all paid up receipts of tax, electricity bill and all other paid-up bills, if any.
9. After purchase of the said flat, the Purchaser shall be liable to pay punctually of every month the common expenses at such rates as may be decided, determined and apportioned by the owners Association as now paying by the Vendors.
10. Till the date of singing this agreement in favor of the Purchaser, the Vendors shall pay all outstanding payments relating to maintenance of the said flat and common portions and the Vendors agrees to pay after such transfer if any amount is found outstanding for any period prior to such agreement in that event, the Vendors shall pay the former outstanding amount up to the date of singing of agreement in favor of the Purchaser.
11. The Vendors hereby agrees that after registration of Deed of Conveyance, they will co-operate with the Purchaser for mutation of their names in the records of Municipal/Concerned Authority and sign any NOC Form, Affidavit or other papers as may be necessary for mutation and change of name by the Municipal/Concerned Authority by deleting the names of the Vendors.
12. The Vendors/Developer will obtain the necessary electric connection, Mother meter, etc. for the each flat owners from the

concerned electricity authority, the cost and expenses will be borne by the each flat owners/purchasers equally.

13. The Vendors shall co-operate with the Purchasers to transfer the names in Electricity Authority from the Vendors to the Purchasers and also transfer the Security Deposit in the name of Purchasers.

AND THE VENDORS DOTH HEREBY COVENANTS WITH THE PURCHASER as follows:-

- a) The Vendors/Developers shall have full right, power and absolute authority to grant, sell, transfer, convey, assign and assure unto the Purchaser the said flat along with the said proportionate share of land and common area and facilities together with the above-mentioned rights in the manner aforesaid.
- b) It shall be lawful for the Purchaser from time to time and at all times hereafter to enter into and to hold use, possess and enjoy the said flat together with the said proportionate share of land and enjoy the common areas and facilities with the said Flat and every part thereof and to receive rents, issues and profits thereof without any interruption, disturbance, claim or demand whatsoever from or by the Vendors and any person claiming under them / freed and cleared from and against all manner of encumbrances, trust, liens lispendences and attachments whatsoever save only those as are herein above expressly storied and/or are specified in this Agreement.
- c) The Vendors herein shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge, execute and perform all such further and/or other lawful and reasonable acts, deeds, matters and things whatsoever for further better or more perfectly assuring the said flat and the said proportionate share together with the rights hereby granted unto the Purchaser and in the manner aforesaid.
- d) The said flat and the said proportionate share and rights hereby transferred are free from all encumbrances, attachments, liens, lispendense whatsoever made or any person or persons lawfully and equitably claiming as aforesaid.
- e) The Vendors herein shall not do anything or make any transfer, whereby the rights of the Purchaser hereunder may be prejudicially affected and shall do all acts as may be necessary to ensure the rights available to the Purchaser as Co-owners of the building hereunder from the other Co-owners.

- f) The Vendors herein shall duly fulfill and perform all his obligations and covenants elsewhere herein expressly contained to complete the transfer of the said flat to the Purchaser by the Vendors.

THE PURCHASER DOTH HEREBY DECLARE AND COVENANT WITH THE VENDORS as follows :-

1. The Purchaser shall observe, fulfill and perform the covenants hereunder written and shall regularly pay and discharge all taxes and impositions for the said flat wholly and common expenses proportionately and all other outgoings in connection with the said flat wholly and the said building proportionately from and after the date of this sale as mentioned in the **FOURTH SCHEDULE** hereunder written.
2. The Purchaser after receive possession of the said Flat, they will not raise any other or further claim for the same.
3. In addition to the consideration mentioned as aforesaid the Purchasers shall pay further cost for arrangement of separate Electricity Meter, excluding the amount of Security Deposit bill of Mother Meter.

THE PURCHASER agrees and undertakes:-

- a) To co-operate in the management and maintenance of the common parts and facilities of the said building and formation of an Association of the Flat Owners for the said purpose, if so, required by all other owners.
- b) To apply for and have the said flat separately assessed for the purpose of assessment of municipal rates and taxes at the cost and expenses of the Purchasers **Provided** the Vendors shall co-operate and assist the Purchasers in all possible manners to get their names mutated.
- c) To bear and pay proportionate share of rates and taxes till the said flat is not separately assessed and/or mutated in their names.
- d) To observe for the time being the Rules framed by the other Owners of the building upon its formation by the Association including those mentioned in the Schedule hereunder written for quite peaceful and beneficial use and enjoyment of the said flat and/or common parts for properly maintained.
- e) To allow their workmen to enter into the said flat for carrying out the works required for the common purpose to protect the building against and damage.

- f) To pay regularly and punctually water and electricity charges, all outgoings and the rates and/or in respect of the said building proportionately and for the said flat wholly.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(SCHEDULE PROPERTY)

ALL THAT one stories brick walled asbestos and tin shed structure measuring about 4187 square feet fully tenanted messuage tenement and hereditaments together with land there unto belonging where on or on part where of the same is erected and built containing by measurement an area of 5 (five) Cottahs, 13 (Thirteen) Chittaks and 2 (two) sq. ft, more or less situate lying at and being Premises no. 36-C, Simla Road, Police Station - Manicktala, Kolkata -700006, within the Municipal Limits of the town of Kolkata K.M.C. Ward no. 15 comprised in Holding Nos. 100, 101, 310, 98 and 6, Division No. 2, Sub - Division No. 14, in respect of the said holding and Annual Revenue of Rs. 19.01 is made payable to Alipore Collectorate, Police Station - Manicktala, Sub - Registration Office - Sealdah in District 24-Parganas and the same is butted and bounded in the manner as follows :-

ON THE NORTH : By premises No. 36/1/A, Simla Road, Kolkata.

ON THE SOUTH : By Common passage.

ON THE EAST : By premises No. 36/B, Simla Road, Kolkata.

ON THE WEST : By Simla Road.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(FLAT HEREBY SOLD)

ALL THAT piece and parcel of one self-contained residential flat measuring about ____ sq.ft. super built up area more or less (Tiles flooring) consisting of 2 (two) Bedrooms, 1(one) Kitchen, 1(one) Dining, 1(one)Bathroom and 1(one)Balcony with all civic amenities and facilities available in the said proposed building at the _____ **side** on the ____ floor, **Flat No. ____**, **“GOURI RESIDENCY”** of the building together with proportionate share of land and right to use stair, stair case, water reservoir, overhead tank ingress, egress in the building and other common rights and facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(Common areas & facilities provided herein)

1. Boundary walls and main gate of the complex rain water pipes.
2. Stair case and stairs and landings on all floors.
3. Grill windows on the stair cases and landings, beams, pillars.
4. Common passage on the ground floor, roads for ingress to and agrees from the main gate, beams, pillars.

5. Pump electrical panels, wirings, switches, plugs meter boards etc. and all electrical installations in common portion used as common.
6. Drains and Sewers, pits, safety tanks.
7. Underground water reservoir if any, overhead water tank, water pipes and other common plumbing installations.
8. Lift machine and Lift Room.
9. And other common facilities admissible under the laws.
10. Common toilets.
11. Such other common parts, areas, equipment's, installation fixtures fittings and spaces in or about the said building necessary for passage to other owners and occupiers of the building in common which will be specified by the Vendors or the Associations expressly to be the common parts.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Proportionate common expenses)

1. The Association should create a Fund taking adhoc subscription from the flat owners etc., for future repair, maintenance and construction in future if required (outside) etc. All the owners of the building should pay proportionate share to the fund which should be separately invested by the Association.
2. The costs and expenses for maintaining, repairing and redecorating of the main structure of the building.
3. The cost of cleaning and lighting the main entrances, passages, landings, staircase and other parts of the said building so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining space in good, repairable condition and clean.
4. The costs of painting, repairing, decorating, redecorating of the exterior of the said building and common portions.
5. The costs towards salaries of clerks, chowkidars, darwans, sweepers, electricians, plumbers, bills, collectors, caretaker etc. If employed by the Association for Common purpose and safely.
6. The costs charges and expenses of working and maintenance as well as repair of the outside of the building and replacement of common utilities such as water pump with meter and accessories transformer and lift for keeping working conditions.

7. Municipal Taxes and other outgoings in respect of the premises and common portion, as settled by the Association time to time.
8. Common service charges as settled by the Association from time to time should have to be collected from all the flat owners of the building within 10th in each month according to area.
9. That the Purchaser/s shall pay @ Rs. 1/- (one) per sq. ft. as maintenance charges and the Purchaser/s also shall pay @ Rs. 11/- per unit electricity bill as per the submitter which is installed in the said flat, this will be applicable up to the time of their own electric meter installed, from the day of delivery of the possession till one year or till the date formation of the building committee/Flat owners Association whichever is earlier.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Specification Of Construction Work)

- I. Structure:** Building designed with R.C.C. framed structure of foundation.
- II. Brick Works:** All brick works are with conventional outside wall 5" inside and outside wall 5" thick wherever thick wherever necessary.
- III. Flooring:** All floor will be of 2/2 Size Tiles (all bed room, dining space verandah and toilet).
- IV. Kitchen:** Tiles flooring cooking platform with a black stone sink stain less steel and glazed tiles 4 sides of wall tiles complete above cooking plat form taps etc. complete with exhaust fan hole.
- V.** New Building shall be designed earth quake resistant as per ISO.
- VI.** Ground floor shall be 2 ft. above road level or as per code whichever is higher.
- VII.** Ceiling height for all floors shall be 10 feet minimum.
- VIII.** One of the toilet shall have western type fittings shall be complete with wash basin with hot & cold water connection, shower (hot/cold) tap point, commode connection a wash connection exhaust fan, geyser connection etc.
- IX. Toilet:** Floor Tiles/Repol with wall dado of Glazed tiles up to 6'-0" height with standard fittings and concealed plumbing system with ½" PVC pipes with PVC door.

- X. Doors:** All door will be flash door. All frames will be good quality wood.
- XI. Window:** All windows are aluminum sliding with Box grill and with glass fittings.
- XII. Electrical:** All wiring will be concealed with good quality material i.e. I.S.I> certified or SIS branded.
- a) Bed Rooms: One Tube light point, two light point, one fan point, one 15 amp plug point on switch board, one A.C. point.
 - b) Living/Dining: Two light points, two fan points and two 5 Amp plug point on switchboard and one 15 Amp plug point for freeze and One washing Machine point.
 - c) Kitchen: One light point, one exhaust fan point, one 15Amp plug point, one chimney point, one mixer grinder point, micro wave point.
 - d) Toilets: One light point, one geyser point.
 - e) Balcony : One light point & One Tap point.
- XIII. Water supply:** Partial underground and overhead water tank and good quality P.V.C. pipe line water with pump and motor.
- XIV. Wall painting:** Interior wall finished with plaster of putty and outside wall finish with weather coat.
- XV. Extra Work:** Any extra work other than our standard specification shall be charges extra as decided by our authorized Engineer and such amount shall have to be deposited before the execution of such work. All requisites for additional alteration work have to be given in writing before starting of brick work. Thereafter no request shall be entertained.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written :-

SIGNED AND DELIVERED by the

within named **“VENDORS”** in the

Presence of :-

1.

SIGNATURE OF THE OWNERS/VENDORS (through their constituted attorney Sri. Satyabrata Chowdhury)

SIGNED AND DELIVERED by the

within named **“DEVELOPER”**

in the presence of :-

1.

**SIGNATURE OF THE DEVELOPER
(Sri. Satyabrata Chowdhury)**

SIGNATURE OF THE PURCHASER

Drafted & Prepared by me as per

Instructions of the parties,

Advocate

High Court, Calcutta,

Enrolment No.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchaser the within mentioned the sum of Rs. _____/- (Rupees _____) only as and by way of earnest money out of the total consideration money Rs. _____/- (Rupees _____) only as per Memo Below :-

MEMO

| <u>DATED</u> | <u>CHQ.NO./CASH</u> | <u>BANK/BRANCH</u> | <u>AMOUNT</u> |
|---------------------|----------------------------|---------------------------|----------------------|
|---------------------|----------------------------|---------------------------|----------------------|

| | | |
|-------------------------|-------|----|
| Total Amount - | Rs. | /- |
| Total Received Rupees - | only. | |

WITNESSES:-

- 1.
- 2.

SIGNATURE OF THE DEVELOPER
(Sri. Satyabrata Chowdhury)