

**AGREEMENT FOR SALE**

*VALUE-*  
THIS **AGREEMENT FOR SALE** being executed on \_\_\_\_\_ TwoThousand  
Twenty Five (2025).

*BETWEEN*

**SMT. ALPANA DEB (PAN No.-AKNPD6209P)**, Wife of Late-Pradyut Deb, by Faith-Hindu, by Nationality-Indian, by Occupation-House-wife, residing at 94/1, Shantigarh, P.O.-Shyamnagar, P.S.-Jagatdal, District-North 24 Parganas, Pin.-743127, under the State of West Bengal, hereinafter called the “**OWNER**” (which terms or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include her respective legal heirs, successors, executors, administrators, legal representative and assigns) of the **ONEPART**.

The present Vendor herein are represented by their Constituted Attorney **REENA SINGH (PAN No.-GIPPS6100A)**, Daughter of Nagendra Singh, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 8/1, Natungram Road, Shyamnagar, P.S-Jagatdal, District-North 24 Parganas, Ward No.-23 of Bhatpara Municipality, under the State of West Bengal, **being the Proprietor of “SREE RAM ENTERPRISE”**, having its registered office at 8/1, Natungram Road, Shyamnagar, P.S-Jagatdal, District-North 24 Parganas, Ward No.-23 of Bhatpara Municipality, under the State of West Bengal, by dint of a Registered Development Power of Attorney, which was registered on 17/07/2023 before the Office of A.D.S.R. Naihati, copied in Book No.-1, being its Deed No-07493 for the year 2023.

**AND**

**SREE RAM ENTERPRISE (A Proprietorship Firm)** having its registered office at 8/1, Natungram Road, Shyamnagar, P.S-Jagatdal, District-North 24 Parganas, Ward No.-23 of Bhatpara Municipality, under the State of West Bengal, represented by its Proprietor namely:- **REENA SINGH (PAN No.-GIPPS6100A)**, Daughter of Nagendra Singh, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 8/1, Natungram Road, Shyamnagar, P.S-Jagatdal, District-North 24 Parganas, Ward No.-23 of Bhatpara Municipality, under the State of West Bengal, hereinafter called the “**DEVELOPER**” (which term

or expression shall unless excluded by or repugnant to the context be deemed to include its proprietress for the time being and the heirs and successors in its office and assigns) of the **SECOND PART**.

**AND**

**SRI** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

in the State of West Bengal, hereinafter called and referred to as the **“PURCHASER”** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS**, Alpana Deb purchased a piece of land measuring more or less 02 (two) Cottah or 1440 square feet or 03.30 decimal, Comprised with Mouza.-Gar Samnagar, J.L No.-19, R.S. Dag No.-117/606 corresponding to L.R. Dag No.-849, P.S.-Jagatdal, District.-North 24 Parganas under the jurisdiction of A.D.S.R.O. Naihati and Garulia Municipality from one Sri Subal Chakraborty son of Late.-Amrit Lal Chakraborty by virtue of a Deed of Sale and the same has been duly registered before the Office of A.D.S.R. Naihati, being Deed No.-00915 for the year 1984.

**AND WHEREAS**, said Alpana Deb purchased an another piece of land measuring more or less 07 (seven) Chittaks 34 (thirty four) square feet or 349 square feet Comprised with Mouza.-Gar Samnagar, J.L No.-19, R.S. Dag No.-117/606 corresponding to L.R. Dag No.-849, P.S.-Jagatdal, District.-North 24 Parganas under the jurisdiction of A.D.S.R.O. Naihati and Garulia Municipality from 1) Sri Subal Chakraborty and 2) Sri Narayan Chakraborty both are son of Late.-Amrit Lal Chakraborty by virtue of a Deed of Sale and the same has been duly registered before the Office of A.D.S.R. Naihati, being Deed No.-01078 for the year 1987.

**AND WHEREAS**, by virtue of aforesaid separate two Deed of Sale said Alpana Deb became the absolute owner of **ALL THAT** piece and parcel of bastu land measuring more or less 02 (two) Cottah 07 (seven) Chittaks 34 (thirty four) square feet Comprised with Mouza.-Gar Samnagar, J.L No.-19, R.S. Dag No.-117/606 corresponding to L.R. Dag No.-849, P.S.-Jagatdal, District.-North 24 Parganas under the jurisdiction of A.D.S.R.O. Naihati and Garulia Municipality and she applied and recorded her name before the Office of BL & LRO and got a new Khatian Number in respect of the aforesaid property being L.R. Khatian No.-160 under Mouza.-Gar Samnagar, L.R. Dag No.-849, P.S.-Jagatdal, District.-North 24 Parganas and she also applied and mutated her name before the local Garulia Municipality and got a new holding being H/No.-106 at Shantigarh Road, Ward No.-02 under Garulia Municipality and thereafter she has been possessing over the said property with her absolute right, title and interest.

**AND WHEREAS** the present Owner/Vendor, the First Party herein decided to develop **ALL THAT** piece and parcel 'Bastu' land measuring an area of 02 (two) Cottah 07 (seven) Chittaks 34 (thirty four) square feet Comprised with Mouza.-Gar Samnagar, J.L No.-19, R.S. Dag No.-117/606 corresponding to L.R. Dag No.-849, P.S.-Jagatdal, District.-North 24 Parganas under the jurisdiction of A.D.S.R.O. Naihati and Garulia Municipality lying and situated at H/No.-106 at Shantigarh Road, Ward No.-02 under Garulia Municipality, TOGETHERWITH the benefits of ancient of other rights, liberties, easements, appendages and appurtenances thereto, morefully and specifically described in the First Schedule of the Property written hereunder, by raising construction of one multi storied residential building in accordance with the Sanctioned Building Plan but due to lack of experience and/or incapacity of fund and/or time and/or technical conceptions he could not proceed further and finding no other alternative but to decide to appoint DEVELOPER who will be able to undertake the aforesaid job. The present Vendor/Landowner has expressed her desire to construct one multi

storied residential building upon the First Schedule Land which is free from all sorts of encumbrances, liens, charges, lispendents, attachments by the Developer herein at the Developer's costs and expenses and under some mutual terms and conditions subject to the sanction of the building plan by the concerned appropriate authority. The Developer accepted the proposal of the Land Owner for construction of the said one multi storied residential building at its own costs and expenses in accordance with the sanctioned building plan.

**AND WHEREAS** the present Vendor herein was desirous to develop their property for which they had entered in to a Registered Development Agreement with the Second Part Developer herein which was duly registered on 17/07/2023 before the Office of A.D.S.R. Naihati, copied in Book No.-1, being its Deed No-07483 for the year 2023 under certain terms and condition mentioned therein and also the present vendor herein empowered and appointed his Constituted Attorney **REENA SINGH (PAN No.-GIPPS6100A)**, Daughter of Nagendra Singh, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 8/1, Natungram Road, Shyamnagar, P.S-Jagatdal, District-North 24 Parganas, Ward No.-23 of Bhatpara Municipality, under the State of West Bengal **being the Proprietor of "SREE RAM ENTERPRISE"**, having its registered office at 8/1, Natungram Road, Shyamnagar, P.S-Jagatdal, District-North 24 Parganas, Ward No.-23 of Bhatpara Municipality, under the State of West Bengal, by dint of a Registered Development Power of Attorney, which was registered on 17/07/2023 before the Office of A.D.S.R. Naihati, copied in Book No.-1, being its Deed No-07493 for the year 2023 and empowering her to do all acts, deed, matters and things in her name and on her behalf.

**AND WHEREAS** in accordance with the Development Agreement and Development Power of Attorney, the Developer herein prepared a Building Plan by an expert Engineer/Architect and submitted the same before the Garulia Municipality for approval and subsequently on ,

the said plan, vide No.-162/2023-24, was duly approved/sanctioned by the Garulia Municipality and the Developer herein constructed of the multi storied residential building, containing SEVERAL Residential flats/units, shop rooms, office and spaces strictly in accordance with the said building plan in or over the said land morefully described in the First Schedule hereunder written at its own costs, expenses and charges.

**AND WHEREAS** after completion of the same, the Vendor and the Developer hereby agreed to sell and the present Purchaser/s having been interested to purchase from the, **ALL THAT one Residential Flat, being No. "--", on the GroundFloor, at Right (South) Side, measuring carpet area of 549 square feet, covered area of 610 square feet and super built up area of 764 square feet** be the same a little more or less of the multi storied building commonly known as **"DEBJANI APARTMENT"** more fully described in the SECOND SCHEDULE hereunder written and has inspected the same and also through all the title document of the land in questions uponwhich the multi storied building is constructed and has drawn their satisfactions as to the title of the property as well as the building materials, specifications etc. and as such approached the vendor as well as the Developer and after long bargain the sale price or consideration of **Rs. \_\_\_\_ Per Sq.ft Total Rs-----/- (In Word) Only**

**AND WHEREAS** being satisfied regarding the same, the Purchaser herein have agreed and entered into an agreement for sale, with the Vendor and Developer, to acquire **ALL THAT one Residential Flat, being No. "--", on the Ground Floor, at Right (South)Side, measuring carpet area of 549 square feet, covered area of 610 square feet and super built up area of 764 square feet** be the same a little more or less of the multi storied building commonly known as **"DEBJANI APARTMENT"** more fully mentioned and described in SECOND SCHEDULE hereunder written together with proportionate

undivided share of the Land (impartible /variable and attributable to the said Flat) particulars of which fully mentioned in the FIRST SCHEDULE hereunder written along with easement and quasi- easement rights over the common areas meant for the common use, occupation and enjoyment fully mentioned in the THIRD SCHEDULE hereunder written, at or for the total price and consideration **Rs.\_\_\_\_\_ Per Sq.ft Total Rs \_\_\_\_\_/- (In Word) Only**

which is free from all sorts of encumbrances, lien, charges, mortgages and attachments whatsoever.

**AND WHEREAS** the Vendor and the Developer hereby being approached and requested by the Purchaser herein of the Third part, have agreed to complete and confirm a transfer by executing these presents in favour of the Purchaser herein in respect of the **ALL THAT one Residential Flat, being No. “\_”, on the Ground Floor, at Right (South) Side, measuring carpet area of 549 square feet, covered area of 610 square feet and super built up area of 764 square feet** be the same a little more or less of the multi storied building commonly known as **“DEBJANI APARTMENT”** together with the proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities of the building, particularly mentioned in the Second Schedule hereinafter written at or for the total consideration of **Rs.\_\_\_\_\_ Per Sq.ft Total Rs \_\_\_\_\_/- (In Word) Only**

free from all sorts of encumbrances and for greater clearance of the respective Unit.

**NOW THIS INDENTURE WITNESSETH** between the parties hereto on the following terms and conditions:-

That the Vendor and Developer will sell and the Purchaser will purchase **ALL THAT one Residential Flat, being No. “\_”, on the Ground Floor, at Right (South) Side, measuring carpet area of 549 square feet, covered area of 610 square feet and super built up**

**area of 764 square feet** be the same a little more or less of the multi storied building commonly known as “**DEBJANI APARTMENT**” more fully and particularly mentioned and described in the Second Schedule hereunder written and the property being found free from all encumbrances, charges, attachments and other claims and demands at or for a total **Rs.\_\_\_\_ Per Sq.ft Total Rs\_\_\_\_\_- (In Word) Only** subject to the terms and conditions hereunder contained and although it is mentioned here that a rough sketch of the Flat is attached with this agreement.

The price of the said **ALL THAT one Residential Flat, being No. “\_\_”, on the Ground Floor, at Right (South) Side, measuring carpet area of 549 square feet, covered area of 610 square feet and super built up area of 764 square feet** be the same a little more or less of the multi storied building commonly known as “**DEBJANI APARTMENT**” more fully and particularly mentioned and described in the Second Schedule hereunder written herein underwritten and has been fixed at of **Rs.\_\_\_\_Per Sq.ft Total Rs\_\_\_\_\_- (In Word) Only**

1. Out of the total consideration of **Rs. \_\_\_\_\_ only** the Purchaser have been paid a sum of **Rs. \_\_\_\_\_** by Cash to the Developer as an earnest money being part payment of the total consideration (the receipt whereof the seller do hereby admit and acknowledge) which is more fully described in the below Memo of consideration.
2. The Purchaser shall pay the balance amount of **Rs. \_\_\_\_\_ /- only within 06 (Six) months** from the date of signing of this agreement subject to the Purchaser fulfillment of all terms and conditions including payment of this agreement and time in this regard shall be the essence of this contract.



3. That the Purchaser shall be at liberty to execute the registration of Deed of Conveyance provided a good marketable title is made out and the Vendor and Developer make the property free from all encumbrances, charges, attachment, lease agreement, injunction and other claims and demands whatsoever and not subject to any scheme of acquisition and requisition and the Vendor and Developer shall not make any objection for executing Registered Deed of Conveyance.

Be it mentioned here that the Purchaser shall inform the Vendor and Developer giving at least **06 (Six) month** of time to execute Registered Deed of Conveyance.

1. That Developer/Owner shall have every right to construct further construction over the top roof of the building as per the rules and regulation of the Garulia Municipality without causing any damage to the building and in that event the Purchaser have not objection over the same.
2. That at the time of registration of Deed of Conveyance, after receiving total consideration amount being satisfied, the Vendor and Developer will hand over the copy of original documents i.e. Development Agreement, Development Power and C.C., and other related documents including electric connection of the said Garage towards the Purchaser.
3. That the Vendor and Developer shall be responsible for payment of all outstanding to the local municipality and others (if any) in respect of the said Flat before the date of giving possession and/or registration.
4. That for new electric connection in respect of the said Flat and

the Vendor and Developer will execute the necessary documents in favour of the Purchaser.

5. That all the legal heirs of both the parties will be bound by this agreement. In case of death of the said Vendor and Developer before execution of the sale deed in respect of the said Flat, the legal heirs of the Vendor and Developer will bound to execute the deed of conveyance for registration of the said Flat in favour of the said Purchaser or their nominee after receiving the rest consideration amount. And in case of death of the said Purchaser during time period required to get membership approval from North 24 Parganas, the legal heirs of the Purchaser shall pay the rest consideration amount to the Vendor and Developer to complete the purchase and after receiving the total consideration amount, being satisfied, the Vendor and Developer will bound to execute the deed of conveyance in favour of the legal heir or heirs or nominee of the Purchaser for registration in respect of the said Flat.
6. That if the Purchaser desire/s to cancel this agreement, in that event the Purchaser will intimate the same to the Vendor and Developer by issuing thirty days notice and in such a situation, the Vendor and Developer shall refund the 70% amount of earnest money after receiving the cancellation notice. After deducting the 30% amount of earnest money.
7. **(a)** If the PURCHASER shall neglect or fail to perform his/her/their part of the contract, the Vendor and Developer may give to the Purchaser at least 30 days' notice in writing specifying breach and requiring the PURCHASER to make good the default before the expiration of the notice.  
**(b)** If the PURCHASER does/do not comply with the terms of such notice.

- (i) The VENDOR AND DEVELOPER may resell the property without previously tendering a conveyance or instrument of transfer to the PURCHASER after the date and time fixed for completion of the purchase.
  - (ii) The resale may be made by contract, deed of conveyance or any other way as the VENDOR AND DEVELOPER may think proper and the defaulting Purchaser shall have no right to any part of this property and that event Purchaser shall not be entitle to question such sale or to claim any amount whatsoever from the Developer.
8. That the Vendor and Developer will not be permitted to enter into any agreement, during the period of this agreement until the execution of Registration of Deed of Conveyance, with any outsider without any written consent from the Purchaser/s.
  9. If the Flat area is found to be more or less then the agreed area the adjustment regarding the same will be effected in the price (in the same per Sq.ft. price) at the time of execution or registration and at the time giving possession of the said Flat.
  10. That the Purchaser shall pay all the charges for registration of their Flat and also pay the service taxes for their own Flat only and the Developers shall bear the necessary expenses for obtaining completion/occupancy certificate from Garulia Municipality.
  11. That the Deed of transfer of the said Flat shall be prepared by the advocate of the Developer and the Purchaser hereby agreed to accept the same and pay the requisite/cost of stamps, registration charges, advocate fees and other incidental charges provided further that the Purchaser will be entitled to have reasonable clarifications regarding the same.

12. That the Developer shall at the time of registration of the Deed of Conveyance shall liable to show the documents regarding the sanction building plan to the Purchaser herein.
13. That the Developer's Advocate(s) shall draw the Sale Deed of the undivided proportionate share of the land comprised in the Premises and the conveyance of the said Flat, if any required and shall also draw all other papers, documents and drafts required for and/or in connection with the various transfer as envisaged their under containing such covenants the part of the parties thereto and/or the owners as in the sole discretion of the developer of the Developer's Advocate be determined by them to be reasonable and at the cost and expenses of the purchaser herein.
14. That all stamp fees, registration charges and other official expenses for and/or relating to all documents and for obtaining approvals and consents necessary for various transfer as envisaged hereunder and all other legal costs including charges to the Advocate(s) shall be borne and paid the purchaser separately and the said price cannot be treated as cost price of the flat.
15. That the purchaser shall however, have the liberty to seek reasonable clarifications from the Advocate(s).
16. That during the existences of this agreement for sale the owners shall not charge the property in any way or try to sale it to any other person or persons or encumber it in any way whatsoever.
17. That if in course of searches and investigation of title the property is found to be affected by any notice of acquisition or requisition

by the Government or any statutory body or authority or injunction or prohibitory order from any court, the PURCHASER shall be entitled to rescind this agreement in which event the VENDOR AND DEVELOPER shall refund the earnest money.

18. That save and except what are hereinbefore provided, the rights and liabilities of the parties shall be governed by the law in force as between VENDOR AND DEVELOPER and PURCHASER and their LEGAL HEIR/ HEIRS respectively.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Description of the Entire property)

**ALL THAT** piece and parcel ‘Bastu’ land measuring an area of **02 (two) Cottah 07 (seven) Chittaks 34 (thirty four) square feet along with 400 square feet Pucca old structure** Comprised with Mouza.-Gar Samnagar, J.L No.-19, R.S. Dag No.-117/606 corresponding to L.R. Dag No.-849, L.R. Khatian No.-160, P.S.-Jagatdal, District.-North 24 Parganas under the jurisdiction of A.D.S.R.O. Naihati and Garulia Municipality, Ward No.-02 lying and situated at Holding Number.-106, at Shantigarh Road which is butted and bounded by-

On the North : H/o.-Dilip Chakraborty  
On the South : H/o.-Dipankar Ghosh  
On the East : H/o.-Kajol Rani Dutta  
On the West : 13,-00” wide Municipal Road

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(Description of the Flat conveyed hereby)

**ALL THAT one Residential Flat, being No. “\_\_”, on the Ground Floor, at Right (South)Side, measuring carpet area of 549 square feet, covered area of 610 square feet and super built up area of 764 square feet** be the same a little more or less consisting of the

multi storied building commonly known as “DEBJANI APARTMENT” together with the proportionate undivided interest or share on the land underneath along with all proportionate rights on all common areas and facilities (With Lift Facility) of the building duly constructed on the premises mentioned in the First Schedule hereinbefore written.

**BUTTED AND BOUNDED:**

On the North : Stair & Lift  
On the South : Open To Sky  
On the East :Open to Sky  
On the West :Open To Sky

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Common areas, common facilities & amenities)

1. Boundary walls and main entrance for egress and ingress.
2. Path, Passage, Stair, Staircase, landings, made for common use for flat owners on respect to each of their flat.
3. Space for installation of pump motor space, generator room (if advised by the Electric Supply), Antenna, telephone lines etc. upto the flat and other electrical and other installations for common enjoyment.
4. Common water pumps, water reservoir, water pipes, connected from overhead tank to each flat except the pipe connected inside the flat.
5. Stair case on all terms and staircase landings on all floors and top of the roof.
6. Tube well with water pump and machine room.
7. Common Electrical rooms, electrical installations, wiring and

assembles for lighting of the common parts and electric wiring from the electrical common space, sub-station to one point main gate and other places of the building for common enjoyment.

8. Drains, sewers and all other pipes connection for discharging water commonly from overhead tank, roof from each flat to sanitary chamber, drain.
9. Main Gate, Open Spaces on the Ground Floor etc and all other things, which are necessary for common enjoyment of all flat owners of the building.

**THE FOURTH SCHEDULE ABOVE**  
**REFERRED TO: (RIGHTS AND**  
**OBLIGATIONS OF PURCHASER)**

1. That the Purchaser shall and will enjoy the said Flat of the said building.
2. That the Purchaser shall and will observe and perform the terms and conditions and bylaws and the rules and regulations of the said multistoried building.
3. That the plan or elevation of the said flat covered by the Purchaser shall not be altered in the property hereby sold and conveyed.
4. That the Purchaser shall have fully property rights and interest and shall be entitled to sell, mortgage, let out, lease out or transfer in any manner permitted by law without requiring to have or their heirs, successors or any other Owner or Owners of the building other than their own contained in the said building.
5. That the Purchaser undivided interest in the said soil or land described in the aforesaid Schedule hereinbefore written shall remain joint forever with the owners of the other shops/flats of the said building and the interest in the said soil or the said plot of land in impartible.

That the Purchaser will never create any obstacles in which the other flat owners and/or shop owners of the building may be prevented for smoothly use and enjoy to their respective flat.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**(The Common Expenses)**

**Maintenance :** All expenses to maintaining, running operating white washing, painting, repairing, replacing and renovating the common portion including the outer wall or the building, maintain jointly with the other owners as per decision of the Shop/Flat owners association.

**Operational:** All expenses of running and operating all machinery equipment and installation comprised in the common portion including water pumps, electrical sub-stations, transformers and generators including the costs of repairing renovating and replacing the same.

**Insurance :** Cost of insuring the building and/or common portions.

**Staff:** The Salaries of and all other expenses of the staff to be employed for the common purposes including their salaries bonus and other emoluments and benefits.

**Association :** Establishment and all other expenses of the association including its formation, office establishment and miscellaneous expenses and also similar expenses of looking, alter the common purpose until handing over the same to the Association.

**Others :** All other expenses and/or outgoing as are incurred by the Association for the common purpose.



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

Witnesses

1.

As the constituent attorney  
on behalf of the Vendor  
Smt. Alpana Deb

\_\_\_\_\_  
**SIGNATURE OF VENDOR**

2.

\_\_\_\_\_  
**SIGNATURE OF DEVELOPER**

\_\_\_\_\_  
**SIGNATURE OF PURCHASER**

Drafted and prepared by

**Sri Anil Kumar Shaw**  
**Advocate**  
**Barrackpore Court**  
**Enrollment No.-F/1887/2018**

MEMORANDUM OF CONSIDERATION

Received with thanks a sum of Rs. \_\_\_\_\_ /- as advance out of Rs. \_\_\_\_\_ being the earnest money here of from the within named purchaser on the date, month and year first above written in the manner as per the memorandum hereunder.-

Date	Bank Name	Mode of payment	Amount

Witnesses

1.

2.

**SIGNATURE OF DEVELOPER**