

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made this day of 2000 between

1) by faith , by Occupation , presently residing
at , P.S. Lake, Kolkata 700 000 (which term or expression
unless excluded by or repugnant to the subject or context shall deem
to mean and include their heirs, executors, administrators, legal
representatives,

successor, nominees and successor-in-interest and/or assigns)
hereinafter jointly referred to as the Party of the **VENDOR**

M/S -----, a proprietary concern, represented by its sole proprietor -----, carrying on business at P-255 Hemanta Mukhopadhyay Sarani, (formerly P-255, Purna Das Road), Kolkata 700 029, Developer, hereinafter referred to the party of the **CONFIRMING PARTY**(which expression unless exclude or repugnant to the context shall deem to include her heirs, executors, administrators, legal representatives and assigns)

AND ----- son/daughter of ----- aged about -
- years, by faith -----, by occupation -----,
presently residing at ----- (which expression unless exclude or repugnant to the context shall deem to include his/her heirs, executors, administrators, legal representatives and assigns) hereinafter referred to as the **PURCHASER**

WHEREAS at all material times the **VENDORS** have jointly owned, seized and possessed and/or otherwise well and sufficiently entitled to all that piece and parcel of land measuring more or less -- Kottahs, -- Chittaks and -- square feet together with three storied building standing thereon containing an area of ---- sq. ft. built up area being Municipal premises no. -----, P.S. -----, Kolkata 700 000.

AND WHEREAS

AND WHEREAS

AND WHEREAS

AND WHEREAS the **VENDORS** have entered into an agreement with a DEVELOPER for undertaking planned development of the said property after demolition of the existing building and/or structures thereon subject to settlement and/or arrangement with the existing tenant hereinbefore referred to as the **PURCHASER** on the ground floor of the said premises and by constructing new building thereon comprising of flats/units on ownership basis according to the building plan to be sanctioned by The Kolkata Municipal Corporation. **AND WHEREAS** as per the terms of the agreement the VENDORS are entitled to 50% FAR of the newly constructed building containing flats and units to be sold on an ownership basis and endeavour for ultimate transfer to the intending transferees and/or Purchasers on terms and conditions and stipulations agreed herein and contained hereunder.

AND WHEREAS the VENDORS have agreed to sell one self contained flat unto and in favour of the PURCHASER on the third floor measuring super built area more or less 0000 sq.ft. consisting of 3 Bedrooms, 1 Dining cum Drawing space, 1 Kitchen, three Toilets etc., together with undivided proportionate share of land underneath including all common facilities, easements rights, privileges except roof rights, in respect of the proposed building of the said premises as intended to be constructed in accordance with the sanctioned building plan from the K.M.C. and the Purchaser herein agreed to purchase the aforesaid flat free from all encumbrances morefully described in the Second Schedule hereunder written at or for the price of Rs.00,00,000/- (Rupees-----) only plus Service Tax as applicable and the said parties herein have jointly entered into this Agreement on the following terms and conditions:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

That the VENDORS hereby intend to sell, transfer and convey and the PURCHASER herein agrees to purchase the said flat of the said proposed building morefully described in the Second Schedule below together with undivided proportionate share of land underneath including all common facilities, easements rights, privileges except roof rights, of the proposed new building and the said premises at 20/8A Aswini Dutta Road, Kolkata -700 029 and for a consideration of Rs.76,00,000/- (Rupees Seventy six lac ten) only plus Service Tax as applicable.

That the PURCHASER has paid to the VENDORS a sum of Rs.-----/- (Rupees -----) only by way of earnest money and/or part payment towards the balance portion of the flat/unit proposed to be sold to the PURCHASER by the VENDORS the receipt whereof the VENDORS doth hereby as well as by the receipt hereunder written admit and acknowledge. The PURCHASER has agreed to pay the balance sum of

Rs. -----/- (Rupees -----) only plus service tax as applicable to the VENDORS in the following manner:

Rs.-----/-(Rupees Thirty lac) only plus service tax by -- -----

Rs.00,00,000/- (Rs. -----) only plus GST by -----

Balance Rs.-----/- (Rupees -----) only plus GST on or before registration or possession whichever is earlier but in no case later than -----.

That the VENDORS shall deliver the khas vacant possession of the said flat to the PURCHASER within -- months from the date of execution of this Agreement.

The **PURCHASER** hereby agree and undertake to pay the balance of the consideration money to the VENDOR under these presents as and when they shall become due and payable and the time in this respect shall be deemed to be the essence of this Contract, further, subject to the provisions herein contained, and in the contrary the **VENDOR** shall not issue any notice to the Purchaser demanding payments by the Purchaser with the period aforesaid.

In case the Purchaser desires for any extra or additional work to be made or carried on in respect of the said flat apart from the specifications given below, then the same shall have to be informed to the Vendor in writing and the additional cost for such extra or additional work shall have to be paid by the Purchaser to the Vendor.

That the Vendor shall issue notice upon the Purchaser for delivery of possession on completion of the scheduled flat and the purchaser shall arrange for registration of the said flat in his favour or in

the name of his nominee or nominees and the Vendor or their constituted attorney(s) shall execute and register the deed of sale in favour of the purchaser at the cost and expenses of the purchaser. That the Vendor shall deliver the Xerox copies of Title deed, Electric bill, approved building plan and other documents, including all papers of the said scheduled property to the purchaser at the time of execution of this Agreement.

That the Owner herein confirm this Agreement for sale and the owners have no objection to the transfer of the flat unto and in favour of the purchaser at -----, Kolkata - 700 000 or for the above consideration in respect of the Vendor's allocation as intended to be allotted as per terms of Agreement executed between the owner and the developer.

That the purchaser shall pay the extra cost of electric meter and installation charges as per the rate of CESC Ltd., for fixing meter in his names in the common meter room of the building.

That the purchaser shall have the right over the undivided proportionate share of the First Scheduled land on which the building is to be erected including all other right and appurtenances belonging to the land and building and also the rights over all other common facilities and utilities available in the said building as per West Bengal Apartment Act, 1972.

That the purchaser shall have the common right over the open space, lift, boundary wall, landings, staircase, common passage, spaces, reservoir (underground/overhead) septic tank.

The Purchaser shall have the right to put up dish antenna etc on the roof of the building for viewing Television and or hearing to radio but should ensure that no heavy objects are erected on the roof for personal use.

That after getting possession of the said flat, the Purchaser shall pay the cost and charges for maintenance of the common spaces, water supply, common electricity, sweeper, caretaker, proportionately with the other flat owners' of the said building to the Association, which is intended to be formed by the Flat owners.

That there is no conveyance and/or any contract such as Deed of Sale, Transfer, Lease, mortgage, gift etc., and/or any agreement for Sale prior to execution of this Agreement for Sale in respect of the scheduled flat unto and in favour of any intending Purchaser or purchasers in any manner whatsoever.

That the parties herein shall abide by the terms and conditions laid down in theses present.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of Bastu land measuring more or less -- Kottahs -- Chittaks and -- square feet together with three storied building standing thereon containing an area of ----- square feet built up area lying and situated at -----, Kolkata - 700 0-- within the limits of the Kolkata Municipal Corporation, Ward no. --, being Municipal Premises no. -----, P.S. -----, Kolkata 700 000 within the jurisdiction of South 24 Parganas, butted and bounded in the manner following that is to say:

On the North :
On the South :
On the East :
On the West :

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of the proposed Flat on the -----floor measuring super built up area more or less ----- sq.ft., consisting of 3 Bedrooms,1 Dining cum Drawing space,1 Kitchen,3 Toilets etc., together with the undivided proportionate share of land underneath including all common facilities, easement right, privileges except roof rights and all rights of ingress and egress at the said flat, hereby agreed to sell and transfer by the Vendor to the Purchaser or to the nominee or nominees of the Purchaser of this deed of Agreement for Sale.

THE THIRD SCHEDULE ABOVE REFERRED TO: (SPECIFICATION)

(The Developer shall complete and/or finish the said Second Scheduled Flat as per the given specification)

1. STRUCTURE RCC Structure (Column foundation for G +3 storied building)
2. FLOORING Marble
3. WALLS POP Plaster
4. BATHROOM Tiles up to 7 ft high with western style commode with cistern, water faucet, wash basin etc.
5. KITCHEN Black stone kitchen platform with stainless steel sink.
6. DOORS Wooden Doors (Sal)
7. WINDOWS Glass windows with aluminum slides.
8. WIRING Concealed wirings
9. WATER SUPPLY Water supply shall be through necessary fittings from KMC supply fittings over head tank with necessary pump fittings. All the water and sanitary works will be done with approved quality PVC pipes and approved quality fittings with necessary drainage/sewerage lines.
10. BRICK WORK Brick work will be done with first class kiln burnt/fly-ash bricks; (1:4) Cement mortar and H.B. Nets in 8", 5" and 3" thick walls.
11. PLASTERING All plaster works will be done with approved quality cement. Standard thickness (1:4) cement, sand, mortar.
12. PAINTING All internal walls-cement plastered with plaster of paris finish. All external walls of -----finish. Synthetic primer to steel and wood works.
13. LIFT RCC 1:2:3 foundations with box lift of reputed make with suitable capacity.
14. ANTI TERMITE Treatment at foundation.
15. ELECTRICALS Concealed wiring and boards with piano switches. All electrical lines to be concealed having first class copper wires of proper gauge with earthing arrangements, all switchboards to be sheet metal with front cover as per pit sheet with ISI approved switches/plugs/sockets or reputed make are to be provided on all electrical points.

ELECTRICAL POINTS:

BEDROOMS: In each bedroom- 2 light points, 1 fan point and 1 plug point. One point for A.C. in one bedroom.

KITCHEN: 1 light point, 1 fan point & 1 plug point

DINING CUM DRAWING: 2 light points, 2 fan points 2 plug points, 1 TV point

TOILET: 1 light point & 1 plug point for geyser.

Water pump connected with starter switch, security light in common passage and 1 light point at each stair-landing will be provided.

IN WITNESS WHEREOF the Parties hereto set and subscribed to their respective hands and seals the day, month and year first above written.

WITNESSES:

SIGNATURE OF THE VENDORS

SIGNATURE OF THE PURCHASER

SIGNATURE OF CONFIRMING PARTY

MEMO OF CONSIDERATION

Received from the Purchaser the sum of Rs.00,00,000 (Rupees -----
----) only being the earnest money by the within named Vendor, in
cash/cheque/RTGS/NEFT/DD/Bankers Cheque no. dated
drawn on Branch UTR No.

WITNESSES:

SIGNATURE OF THE VENDORS

1.

SIGNATURE OF THE PURCHASER

2.

SIGNATURE OF CONFIRMING PARTY