

NM/AGREE/MASTER

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this day of Two Thousand and Nineteen **BETWEEN MR. BHASKAR PRASAD GUHA** son of Late Birendra Prasad Guha, having Income Tax Permanent Account No. (PAN) "**ADNPG3401H**", by faith – Hindu, by Occupation – Business, residing at 4no; Aswini Dutta Road, Police Station – Dum Dum, Kolkata – 700 028, Indian Citizen, hereinafter called the **VENDOR**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, representatives and assigns) of the **FIRST PART**. The Vendors herein is represented by his Constituted Attorney **SMT. CHANDRANI**

ROY wife of Sri Sibir Roy, having Income Tax Permanent Account No. (PAN) "**AGJPR0841H**", by faith – Hindu, by Occupation – Business, residing at 237, Gorakshabasi Road, Police Station – Dum Dum, Kolkata – 700 028, Indian Citizen, Proprietor of **D.S. CONSTRUCTION** proprietorship firm, having its office at 17/C, Gorakshabasi Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, in the District of North-24-Parganas vide Power of Attorney dated 20.11.2018 registered at the office of the Addl. District Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 1506-2018, Pages 449339 to 449354, Being No. 150609933 for the year 2018.

AND

D.S. CONSTRUCTION proprietorship firm, having its office at 17/C, Gorakshabasi Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, in the District of North-24-Parganas, represented by its Proprietor **MR. SIBIR ROY** son of Late Prabir Kumar Roy, having Income Tax Permanent Account No. (PAN) "**ACRPR4815M**", by faith – Hindu, by Occupation – Business, residing at 237, Gorakshabasi Road, Post Office – Dum Dum, Police Station – Dum Dum, Kolkata – 700 028, Indian Citizen, hereinafter called the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors and assigns) of the **SECOND PART**.

AND

(1) son of, having Income Tax Permanent Account No. (PAN) ".....", (2) wife of, having Income Tax Permanent Account No. (PAN) ".....", both are by faith – Hindu, by Occupation – and respectively, both residing at, Post Office and Police Station –, PIN –, both are Indian Citizen, hereinafter called the **PURCHASERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrator, representatives and assigns) of the **THIRD PART**.

WHEREAS by a Deed of Conveyance dated 02.01.1953, registered at the office of the Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Being No. 19 for the year 1953, Mst. Subrun Bibi, sold, transferred and conveyed to Anima Guha, ALL THAT piece or parcel of land measuring an area 07.44 Satak comprised in C.S. Dag No. 2155, and an area 10.75 Satak comprised in C.S. Dag No. 2156, and an area 15.63 Satak comprised in C.S. Dag No. 2157, being total area 33.82 Satak under C.S. Khatian No. 170, at Mouza – Satagachi, Police Station – Dum Dum, in the District of 24-Parganas, morefully and particularly described in the schedule thereunder written.

AND WHEREAS Smt. Anima Guha executed and registered a Deed of Trust on 11.07.1967, registered at the office of the Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. I 87, Pages 132 to 137, Being No. 6080 for the year 1967, whereby she gave and bequeath the schedule land to her son Bhaskar Prasad Guha (minor) with some terms and conditions set-forth therein.

AND WHEREAS by an Indenture dated 17.12.1975 registered at the office of the Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 183, Pages 170 to 174, Being No. 1048 for the year 1975, Smt. Anima Guha with other trustees of the Deed of Trust dated 11.07.1967 transferred the scheduled land exclusively to Sri Bhaskar Prasad Guha.

AND WHEREAS in terms of the Deed of Trust Being No. 6080 for the year 1967 and an Indenture Being No. 1048 for the year 1975 Sri Bhaskar Prasad Guha became entitled to the land measuring an area 33.82 Satak comprised in C.S. Dag No. 2155, 2156, 2157, R.S. Dag No. 5748, 5749, 5750, L.R. Dag No. 5746, 5747, 5748, under C.S. Khatian No. 170, R.S. Khatian No. 175, L.R. Khatian No. 6556 (in the name of Anima Guha).

AND WHEREAS Sri Bhaskar Prasad Guha, is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area **06.94 Satak** comprised in C.S. Dag No. **2155**, R.S. Dag No. **5748**, L.R. Dag No. **5746** and an area **15.15 Satak** comprised in C.S. Dag No. **2157**, R.S. Dag No. **5750**, L.R. Dag No. **5748** and an area **11.32 Satak** comprised in R.S. Dag No. **5749**, L.R. Dag No. **5749** being total area **33.41 Satak equivalent to 20 Cottahs 02 Chittaks 29 Sq.ft**; under C.S. Khatian No. **170**, R.S. Khatian No. **175**, L.R. Khatian No. **6556** (in the name of Anima Guha), at Mouza – Satgachi,

Holding No. 4 no; Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028, within the limits of South Dum Dum Municipality, in the District of North 24-Parganas.

AND WHEREAS Sri Bhaskar Prasad Guha after obtaining the said property duly mutated his name in the records of B.L. & L.R.O. in respect of land measuring an area **06.94 Satak** comprised in L.R. Dag No. **5746** and an area **11.29 Satak** comprised in L.R. Dag No. **5747** and an area **15.15 Satak** comprised in L.R. Dag No. **5748** under L.R. Khatian No. **7330**, at Mouza – Satgachi, Holding No. 4 no; Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028, within the limits of South Dum Dum Municipality, in the District of North 24-Parganas, be it noted that the nature of land in L.R. Dag No. 5746 and 5747 has converted in to BASTU Land from the Office of the Addl. District Magistrate and District Land & Land Reforms Office on 24.04.2017 vide memo no. **1105(B)/DL & L.R.O./2017** is well seized and possessed of or otherwise well and sufficiently entitled to the aforesaid land free from all encumbrances.

AND WHEREAS the Vendor has entered into a Development Agreement dated 20.11.2018 with D.S. Construction, the Developer herein, registered at the office of the Addl. District Sub-Registrar Cossipore Dum Dum, copied in Book No. I, Volume No. 1506-2018, Pages 450136 to 450170, Being No. 150609916 for the year 2018 to construct a G+5 building as per Site Plan No. 196 dated 01.09.2017 and Sanction Plan vide Plan No. 985 dated 12.06.2018 of South Dum Dum Municipality, on the terms and conditions set forth therein.

AND WHEREAS in terms of the registered Development Agreement dated 20.11.2018 the Developer has started construction of a G+5 building at Holding No. 4 no; Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028, within the limit of South Dum Dum Municipality, as per sanction plan of the said Municipality, in the District of North-24-Parganas.

AND WHEREAS by virtue of aforesaid Agreement the Developer has full and absolute power of entering into negotiation of the said of the constructed flat or flats in the multi-storied building to be constructed in the schedule land mentioned in scheduled property, including the proportionate share of land except the owner's allocation.

AND WHEREAS the Developer has decided to sale the flats of the building as well as proportionate shares of the land to the Purchasers.

AND WHEREAS Developer framed the terms and conditions for allotments for sale of the flats as well as the space for common use including the facilities of self operated lift or lifts in the building.

AND WHEREAS the Developer invited offers from intending Purchasers of the flats along with the proportionate share of land of the First schedule property.

AND WHEREAS the Purchasers have approached the Developer for selling the flats of the building along with proportionate share of land of the First Schedule property in the Holding No. 4 no; Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028.

AND WHEREAS the Vendors and Developer have agreed to sell and the Purchasers have agreed to purchase the **Flat No.** on the Floor, measuring a super built up area **Sq.ft; more or less** with undivided proportionate share or interest of land and common areas and facilities free from all encumbrance, charges, liens, lispences, attachments, acquisitions and requisitions and all other liabilities whatsoever at or the price of **Rs.**/- (Rupees only) more fully and particularly described in the Second schedule hereunder written.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO ON THE FOLLOWING TERMS AND CONDITIONS: -

1. The Vendors and Developer have agreed to sell and the Purchasers have agreed to purchase the **Flat No.** on the Floor, measuring a super built up area **Sq.ft; more or less** with undivided proportionate share or interest of land and common areas and facilities free from all encumbrance, charges, liens, lispences, attachments, acquisitions and requisitions and all other liabilities whatsoever more fully and particularly described in the Second schedule hereunder written for the price of **Rs.**/- (Rupees only) and the

Purchasers have paid **Rs.**/- (Rupees) only by way of earnest money (the receipt whereof the Vendors and developer hereby admit and acknowledge).

2. It is agreed by and between the Purchasers and the Vendors and developer that the cost of construction of the said Flat and the common parts and cost of the land amounting to **Rs.**/- (Rupees only) payable by the Purchasers to the developer shall be paid as follows: -

- a) Rs./- will be on execution of this Agreement.
- b) Rs./-
- c) Rs./-
- d) Rs./-
- e) Rs./-
- f) Balance will be paid within days from the date hereof.

After completion of the building if it is found that the area becomes more, the Purchasers will pay the extra consideration for the said area. On the contrary the area become less, the developer will refund the consideration money for the less area to the Purchasers.

If the Purchasers fail to pay the amount within the stipulated period in such case the Purchasers shall pay @2% p.m. to the Developer on the unpaid amount.

If the Developer fails to complete the construction or failed to deliver possession of the flat to the Purchasers, within the stipulated period other than the unavoidable circumstances the Developer will refund the entire amount with Bank interest to the Purchasers (subject to a maximum interest of 2% p.m.).

3. Simultaneously with the execution of this agreement the Vendors shall deliver to the Purchasers or their advocate against proper receipt all title deeds and other papers relating to the said premises and shall further agree to answer all requisition of title to be made by the Purchasers Advocate.

4. The construction of the said flat shall be completed by the developer within **months from the date hereof** depending on available materials and the developer will deliver possession to the Purchasers by the said stipulated date.

5. The Purchasers shall cause a proper search of the said land after the execution of this instrument and if a good marketable title have been to be made out and the said land is found to be free from all encumbrances and attachments and other claims and is not affected by any notice or scheme or acquisitions or requisitions, the Vendors and developer on full payment of the purchase money shall register the Deed of Conveyance in respect of the flat with undivided proportionate share in the said land in favour of the Purchasers or their nominee or nominees as may be specified, in which case the Vendors shall cause joinder or such other person/s specified as nominees, if necessary, to pass and convey absolute title of the said land unto the Purchasers.

6. The question of any defect or deficiency of title of the Vendors over the said flat/land does not arise, but nevertheless in the event of any defect or deficiency in title, if at all, being found, the Vendors herein shall forthwith take all necessary steps to cure and/or rectify such defect at their own cost.

7. The Vendors are hereby legally bound to transfer the undivided proportionate share/ interest in the said land and the Developer is legally bound to transfer the flat completely and absolutely to the Purchasers on fulfillment of all obligations and the failure on the part of the Vendors and Developer to fulfill their part of the obligations to the Purchasers will be at liberty to enforce specific performance of agreement by instituting legal proceedings or at their option may sue for recovery of purchase price with interest and cost from the date of cancellation.

8. In the event of the title being found good and marketable if the Purchasers fails to fulfill their obligations under this agreement, the Vendors and the developer shall have liberty to cancel this agreement and forfeit 10% of the total amount already paid by the Purchasers or and refund the balance to the Purchasers within two months.

9. The costs for registration, searching and legal expenses stamp duties and other incidental charges shall be borne by the Purchasers herein.

10. The Purchasers shall not under any circumstances, make construction or alteration or be permitted to make construction or alterations on the verandah/balconies/elevation and shall also not be allowed to interfere with and alter the exterior decorations and external colour of the premises. Further no internal wall or structures shall be permitted to be interfered with by or structure shall be permitted to be interfered with by any constructions and alterations thereon by the Purchasers or their representatives after the possession of the flat is taken by the Purchaser/Purchasers.

11. So long as each flat of the building shall not be separately assessed, the Purchasers shall pay the proportionate share of such taxes etc.

12. The Purchasers shall not use flat in such manner, which may or is likely to cause nuisance or annoyance to the occupation of others, nor shall use the same for any illegal or immoral purpose.

13. The Purchasers shall not throw or accumulate any dirt, rubbish, rages or other refuses. They shall have to accumulate the refuses in special receptacles for the common use of the flat owners.

14. The cost of maintenance, replacing, repairing, whitewashing, painting and decorating the main structure of the said building the exterior thereof and in particular the common portions of the roof, terraces, landing and structure of the building rain water pipes water tanks, motor pumps, tube well, gas pipes and electrical wire, sewerage drain and equipments in under or upon the building enjoyed or used in common by the Purchasers and occupiers of the building shall be borne jointly by them.

15. The cost of cleaning, lighting and maintenance of staircase and other parts of the building as enjoyed in common by the Purchaser/Purchasers and occupiers thereof will be jointly borne by them proportionately.

16. The salaries of durwans, if any, electricians, sweepers etc. shall be borne proportionately by the Purchasers and occupiers of the building.
17. The cost of repairs, replacements and maintenance of lights and other plumbing work including all other service charges of services rendered in common to all other occupiers, shall also be borne by the Purchasers and the occupier or occupiers proportionately.
18. Save and except particulars residential **Flat No.** on the Floor, measuring a super built up area **Sq.ft; more or less** of the said building hereby agreed to be constructed by the Developer, the Purchasers shall have right of use with other flat owners in respect of all open spaces, lobbies staircase, terraces, roof of the premises to be constructed.
19. So long as each flat of the building shall not be separately assessed for the taxes, the Purchasers shall pay to the developer a proportionate share of the Municipal taxes and other taxes and such proportionate tax shall made by the developer on the basis of the area acquired by the Purchasers and the same shall be conclusive final and binding.
20. The Purchasers and other owners/occupiers of the said building shall form society, association or company or maintain the said building and common areas of the said building and shall abide by all laws, bye laws, rules, and regulations of such society or Association.
21. The Purchasers shall not keep or store in the flat any inflammable, combustible or any offensive articles, which shall be or constitute any nuisance or annoyance to the occupiers of the other flat/shops of the said building.
22. The developer shall provide water lines for supply of water; electrical lines and points etc. and cost of electrical power to the said flat shall be borne by the Purchasers. The Purchasers will install the electric meter at their own cost. The developer will render assistance for the same.

23. The Vendors, developer and the Purchasers hereby agree and undertake from time to time and all time to sign and execute application for registration of the documents necessary and shall duly fill in, sign and return within one week by the developer to the Purchasers. The Purchasers shall not let, sell, transfer, convey, mortgage charges of the said flat nor shall assign under let or part with the possession interest under of the benefits of this agreement or any part thereof till all dues of whatsoever nature owing by the Purchasers to the developer are fully paid.

24. The Purchasers have satisfied themselves that they have already inspected the sanctioned plan in connection with the Holding No. 4 No; Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028 and approved the said plan / design / specification.

25. Until individual meter is installed, the Purchasers will pay the unit consumed by them at an average rate which will be reflected in the sub meter.

26. That in case of any additional work will be done by the Purchasers at their flat, the developer will complete the said work and the Purchasers will bear the additional cost.

27. All draft for registration will be made by the developer's Advocate **MR. ARUN KUMAR BHOUMIK** and the Purchasers will bear the cost of stamp duty, registration fee and incidental charges.

28. The developer shall obtain the Completion Certificate from the South Dum Dum Municipality at its own cost before registration of the Deed of Conveyance.

29. The said building shall always be known as "**DISHARI ENCLAVE**" and the name of the association to be formed in the same name.

30. The Purchasers will pay the G.S.T to the developer which will be assessed by the authority.

SCHEDULE OF THE PROPERTY

ALL THAT piece or parcel of “**BASTU**” land measuring an area **06.94 Satak** comprised in C.S. Dag No. **2155**, R.S. Dag No. **5748**, L.R. Dag No. **5746** and an area **15.15 Satak** comprised in C.S. Dag No. **2157**, R.S. Dag No. **5750**, L.R. Dag No. **5748** and an area **11.29 Satak** comprised in R.S. Dag No. **5749**, L.R. Dag No. **5749** being total area **33.38 Satak equivalent to 20 Cottahs 02 Chittaks**; and One Tile Shed Structure measuring an area **300 Sq.ft. more or less** under C.S. Khatian No. **170**, R.S. Khatian No. **175**, L.R. Khatian No. **7330**, at Mouza – Satgachi, Holding No. 4 No; Krishnapore Road now Sahid Sunil Sen Sarani, Police Station – Dum Dum, Kolkata – 700 028, within the limits of South Dum Dum Municipality, Addl. District Sub-Registration office Cossipore Dum Dum and according to the settlement records of rights finally published the plot is comprised at Parganas - Kalikata, J.L. No. 20, in the district of North 24-Paraganas.

The property is butted and bounded as follows: -

ON THE NORTH	:	House of Sushil Ghosh.
ON THE SOUTH	:	Multi Storied Building.
ON THE EAST	:	House of Runu Dasgupta, Debabrata Sengupta and Utpal Mondal.
ON THE WEST	:	Sunil Sen Sarani.

SECOND SCHEDULE OF THE PROPERTY

ALL THAT **Flat No.**, on the Floor, measuring a super built up area **Sq.ft; more or less** and consisting of Bed rooms, **ONE** Living-cum-dining space, **ONE** Kitchen, Toilet, Balcony with undivided proportionate share of land, lift and common areas and facilities connected herewith in the First Schedule hereto.

IN WITNESSETH WHEREOF, the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1.

D.S. CONSTRUCTION

Proprietor
As Constituted Attorney of Mr.
Bhaskar Prasad Guha.

SIGNATURE OF THE VENDORS

2.

D.S. CONSTRUCTION

Proprietor

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

MEMO OF CONSIDERATION

Paid by _____ Rs. .00

Total Rs. .00

(Rupees _____) only.

WITNESS :-

1.

2.

D.S. CONSTRUCTION

Proprietor

SIGNATURE OF THE DEVELOPER

Drafted by: -

SCHEDULE OF WORKS
SPECIFICATION

The flat will be completed and finished in the following manner: -

1. R.C.C. framed structure on concrete piles by following drawings (supplied by structural engineer) and instruction of engineer-in-charge.
2. All external brick walls will be 8" (200 mm) thick with cement mortar (1:6). External walls will be plastered by cement mortar (1:6) of thickness ¾" (20 mm) minimum. (External walls will be painted by synthetic base paint (2 coats over a primer coat of diluted cement slurry).
3. All internal brick walls will be 3"/5" (75mm/125mm) thick with cement mortar (1:5 for 5" and 1:4 for 3"). Walls and ceilings will be finished by plaster of Paris cement plaster (1:6 for walls and 1:4 for ceilings).
4. Sal wood frame with flush door. Main door of Teak wood.
5. Window will be steel glazed window provided with glass of 3 mm. Aluminum Channel windows with glass panel will be provided.
6. Flooring in the flat will be in the flooring manner : (i) In bed rooms, living/dining room, balcony/verandah floor by Vitrified Tiles. With 4" skirting. (ii) In kitchen – floor by Vitrified Tiles with 6" skirting. (iii) In toilets floors by Vitrified Tiles.
7. **KITCHEN** :- Black Stone kitchen platform (21" wide) will be provided. Above kitchen platform glazed tiles (good quality – 3'0" height) dado will be provided. 2 Nos. C.P. Bib cock will be at kitchen. (One above the sink, one below the sink). One Aqua guard point and one chimney point.
8. **TOILETS** :- Two (2) toilets will be provided in each flat fitted European type commode (white) at attached toilet. 2. C.P. Bib cocks, 1(one) shower and a P.V.C. (white) cistern will be provided in each

toilet. Toilet will have the facility of plain concealed water line system. All the pipe lines will be concealed by 1/2 " dia good quality G.I. pipes. In toilets glazed tiles dado (6'-0" – height with skirting) will be provided.

9. **BASIN** :- One white coloured basin and other accessories at living/dining will be provided.
10. **STEEL WORK** : M.S. Grill will be provided at the windows, verandah/balcony railings. All the steel works will be provided property with 2 coats synthetic enamel paint. No curving (at verandah/balcony above railing level) will be done even in future by the flat Owners also.
11. **SANITARY & WATER SUPPLY** : Outside water supply line will be open type of plastic (supreme brand) with G.I. fittings and soil & waste water line with fittings (traps, bends, junctions etc.) will be of "Supreme Brand" (polythene).
12. **ELECTRICALS** : The following electrical point will be provided in the said flat.
- a) Bed rooms: - One tube point, one lamp point (double bracket system), one fan point, one 5 amp. Plug point, One A.C. Point.
 - b) Living/Dining :- For 3 bed roomed flats : - 2(two) tube points, 2(two) fan points on ceiling, 1(one) power point (15 amp) for fridge, 1(one) TV point (with plug point & switch), 1(one) No. Telephone point, 1 No. calling bell (at entrance of the flat). Plug point (5 amp.) will have in each switchboard.
 - c) Kitchen :- 1 No. light point, 1 No. power point (15 amp.) 1 No. exhaust fan point.
 - d) Toilets : - 1 No. light point, 1 No. exhaust fan point, geyser point.
 - e) Balcony/Verandah :- 1 No. light point only.

COMMON SERVICES:

13. a) 1 No. RCC over head tank (30,000 liter capacity) for total building. Water supply by means of Deep tube well (1 No. at the back side of the building).
- b) Entrance lobby, staircase & stair lobby – walls (internal) by plaster of parish only & floor by marble. Outside path ways to be finished by cement mortar in decoration fashion.
- c) All the water taps are brass metal type.