

**FOR 4<sup>TH</sup> SEMESTER**

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**FOR 6<sup>TH</sup> SEMESTER**

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6<sup>TH</sup> SEM WhatsApp group:**

**<https://chat.whatsapp.com/EkxFZh7Cs5aFpim7C1TXY8>**

## **AGREEMENT FOR SALE**

THIS AGREEMENT made this 30<sup>th</sup> day of April, 2021 (Two thousand and Twenty One) of Christian Era ;

### **AMONGST**

1. **SRI PABIR SEN**, Son of Sri Monohar Kumar Sen, by occupation-Business,
2. **SMT. MOUSUMI SEN**, wife of Prabir Sen, by occupation-House Wife

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(2)

Both are by faith- Hindu, by Nationality- Indian, residing at L/B 11/21A, Amarabati, P.O-Aswini Nagar, P.S-Baguiati, Dist. North 24 Parganas, Kolkata-159, the Vendor is represented by her condituted Attorney **DREAM SHELTER RELATORS** a Partnership firm having its Principal place of Business at Adarsha Pally, P.O-Gourangangar, P.S-New Town, District North 24 Parganas, Kolkata-159 represented by its partner namely **1.SRI JAYANTA GHOSH** don of Sri Monoranjan Ghosh, residing at Adarsha Pally, P.O-Gourangangar, P.S-New Town, District North 24 Parganas, Kolkata-159 **2.SRI CHIRANJEEB KUMAR SANA**, son of Sri Krishnapada Sana, residing at Aswinipally School Road, P.O & P.S-Barasat, District North 24 Parganas, Kolkata-124 Both are by faith- Hindu, by Nationality- Indian, by occupation-Business, hereinafter referred to and called as the **OWNER/VENDOR** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

### **AND**

**DREAM SHELTER RELATORS** a Partnership firm having its Principal place of Business at Adarsha Pally, P.O-Gourangangar, P.S-New Town, District North 24 Parganas, Kolkata-159 represented by its partner namely **1.SRI JAYANTA GHOSH** don of Sri Monoranjan Ghosh, residing at Adarsha Pally, P.O-Gourangangar, P.S-New Town, District North 24 Parganas, Kolkata-159 **2.SRI CHIRANJEEB KUMAR SANA**, son of Sri Krishnapada Sana, residing at Aswinipally School Road, P.O & P.S-

Barasat, District North 24 Parganas, Kolkata-124 Both are by faith- Hindu, by Nationality- Indian, by occupation-Business, hereinafter referred to and called as the **“DEVELOPERS”** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**AND**

**DR. RAJU DUTTA**, Son of Sri Santi Ranjan Dutta, by faith- Hindu, by Nationality- Indian, by occupation-Service, residing at Radharani Jewellers, Jagatpur Bazar, P.O-Gouranganagar, P.S-Baguiati, Dist.-North 24 Parganas, Kolkata-700159, hereinafter referred to and called as the **NOMINEE** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**AND**

**SRI GOPAL MITRA, PAN ATXPM8384R**, S/O – Late Ramesh Chandra Mitra, by faith- Hindu, by Nationality- Indian, by occupation-Service, residing at Duttapukur, Chandrapur, Digha, Barasat-I, Dist. – North 24 Parganas, West Bengal 743248, hereinafter referred to and called as the **PURCHASER** (which terms

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(3)

or expressions shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **FOURTH PART**.

**WHERE AS** by a deed of conveyance, 1Day of July, 1988 registered at the office of the Sub-Registrar Bidhan Nagar (Salt Lake City) copied in Book No. 1, Volume No. 117, Pages 159 to 170 Being No. 5779 for the year 1988, one **Sri Manabendra Nath Chakraborty** and **Sri Moloy Chakraborty** sold, transferred, conveyed all his rights, title and interest to **Smt. Maya Rani Chakraborty** **ALL THAT** piece or parcel of Sali land measuring an area of 02 Cottahs 04 Chittacks comprised in **R.S. Dag No. 1685** under **R.S.Khatian No. 835** lying and situated at **Mouza Jyangra, J.L No. 16, Touzi 3027, Re.Su.114** under Parganas Kolkata old P.S.Rajarhat at present Baguiati in the District of North 24 Parganas within limits of Rajarhat Gopalpur Municipality.

**AND WHEREAS** while the said **Smt. Maya Rani Chakraborty** was well seized and possessed of a land measuring an area of the said 02 Cottahs 04 Chittacks, by a deed of conveyance, dated 17<sup>th</sup> day of August 2004 registered at the Sub-Registrar Bidhan Nagar (Salt

Lake City) copied in Book No. 1, Volume No. 477, Pages 140 to 154 Being No. 7776 for the year 2005, said **Smt. Maya Rani Chakraborty** sold transferred, conveyed all his rights, title and interest to Sri Prabir Sen & Smt. Mousumi Sen, mentioned herein the Vendor **ALL THAT** piece or parcel of Sali land measuring an area of 02 Cottahs 04 Chittacks comprised in **R.S. Dag No. 1685 under R.S.Khatian No. 835** lying and situated at **Mouza Jyangra, J.L No. 16, Touzi 3027, Re.Su.114** under Parganas Kolkata old P.S.Rajarhat at present Baguiati in the District of North 24 Parganas within limits of bidhan Nagar Municipality Corporation.

**AND WHEREAS** hence we are the Vendor (**Sri Prabir Sen & Smt. Mousumi Sen**) of this Agreement is well seized and possessed of a land measuring an area of the said 02 Cottahs 04 Chittacks have been mutated their own name at the Rajarhat Gopalpur Municipality, and have paid the rent and taxes to the authority concerned and enjoying the same without any hindrance and interruption whatsoever and

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(4)

Particular described in the Schedule hereunder written and sanctioned a G+3 Storied Building Plan from the concerned Rajarhat Gopalpur Municipality Vide Plan Sl. No 73/11/12 of dated 16/03/12

**AND WHEREAS** the land owner herein expressed her desire to develop the said land by constructing a Multi storied building thereon but due to lack of finalcial capacity as well as no experience in construction work, she approached the Developer to develop the said land by constructing the propose multi storied building thereupon at the cost and expenses of the Developer and according the land owner for the purpose of construction is agreed to execute a Development Agreement in the name of the Developer of the said Developer's firm and after mutual discussion the Parties are agreed to develop the said premises as per terms and conditions mentioned therein.

**AND WHEREAS** as per specification of the said building plan the construction has been completed.

**AND WHEREAS** for the purpose of sale, look after, control etc. of the said multi storied building, the Vendor herein executed a General Power of Attorney on dated 11/09/2014 in

favour of **DREAM SHELTER RELATORS** a Partnership firm having its Principal place of Business at Adarsha Pally, P.O-Gourangangar, P.S-New Town, District North 24 Parganas, Kolkata-159 represented by its partner namely **1.SRI JAYANTA GHOSH** don of Sri Monoranjan Ghosh, residing at Adarsha Pally, P.O-Gourangangar, P.S-New Town, District North 24 Parganas, Kolkata-159 **2.SRI CHIRANJEEB KUMAR SANA**, son of Sri Krishnapada Sana, residing at Aswinipally School Road, P.O & P.S-Barasat, District North 24 Parganas, Kolkata-124 Both are by faith- Hindu, by Nationality- Indian, by occupation- Business which was duly registered at A.D.S.R.O. Rajarhat New Town vide Deed No. I – 10158 of dated 11/09/2014 duly copied Registered in Book No. I, CD Vol. No. 16, Pages from 6386 to 6399, being No. 10158 for the year 2014 under some terms and conditions mentioned therein.

**AND WHEREAS** the Developers herein declared that they will sell a flat **being no. 7776** on the first floor, Eastern side having super built-up area 660 Sq.ft. more or less and the said Purchaser herein agreed to

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(5)

Purchaser the said flat for a sum of **Rs. 19,00,000.00 (Rupees Nineteen Lac)** only out of which the Purchaser paid a sum of **Rs. 1,00,000.00 (Rupees One Lac)** only as an advance amount to the Seller herein today by the Purchaser herein by way of earnest money (the receipt whereof the said Developers herein hereby admits and acknowledge) and the residue shall be paid before the registration of the Sale Deed and/or within 03 (Three) months when the purchase shall be completed.

The Vendor and the Developers have represented to the Purchaser as follows:-

- i. That excepting the Vendor and Developers nobody else have any right, title, interest, claim or demand whatsoever or howsoever over and above in respect of the said premises.
- ii. That the said flat is free from all encumbrances, charges, lines, lispendents, attachments, trusts, whatsoever or howsoever.
- iii. That the Vendor and Developers herein have not entered into any Agreement for Sale or any other Agreement whatsoever or howsoever in respect of the said flat.

- iv. That the said flat is not subject to any Notice of acquisition or requisition.
- v. That the Developers at their own cost and expenses will collect the necessary permission from the authority concerned and hand over all the necessary papers and documents before 30 (thirty) days from the date of registration of Sale Deed.
- vi. The Purchaser herein will use the said flat Purchased by him for residential purpose.
- vii. The Purchaser herein will not cause any annoyance or disturbance to other occupiers of the said premises.
- viii. The Purchaser herein will use and enjoy the common areas, facilities

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(6)

And amenities in common with other occupier and will not cause any disturbance or hindrance to other

- ix. The Purchaser herein will bear and pay the monthly maintenance charges as will be assessed later on.
- x. The Purchaser herein will get the flat separately assessed on the records of the Rajarhat Gopalpur Municipality at present Bidhan Nagar Municipality Corporation, and pay the Municipal/Corporation Tax and other outgoing payable for his said flat.

**NOW THIS AGREEMENT IS HEREBY FUTURE AGREED AND DECLARED BY  
AND BETWEEN PARTIES HERETO AS FOLLOWS:-**

1. That the Developers agrees to sell and the Purchaser has agreed to purchase the flat on the first floor of the premises under Holding/Premises No. RGM-28/1, BL-D under

Rajarhat Gopalpur Municipality at present Bidhan Nagar Municipality Corporation **TOGETHER WITH** undivided impartible proportionate share of the land along with proportionate share of enjoyment undivided interest in the common area and common facilities attached therewith at or for the consideration price of **Rs. 19,00,000.00 (Rupees Nineteen Lac)** only.

2. Relying on the aforesaid representation and believing the same to be true the purchaser has accepted the title of the Vendor provided however in the future the Purchaser shall be entitled to obtain any clarification regarding the title of the Vendor and also to call upon the Vendor to sign and execute such others papers and documents as may be necessary or be required for the purchaser of perfecting the title of the cost or expenses of the Vendor.
3. The Purchaser has on or before the execution this Agreement paid to the Developers a sum of **Rs. 1,00,000.00 (Rupees one Lac)** only as an advance by cash and the balance consideration money **Rs. 18,00,000.00 (Rupees Eighteen Lac)** only by part payment will be paid on or before 03(three) months the registration of the Deed of Conveyance.

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(7)

4. That if the purchaser is failed and or neglect to pay the balance consideration money within the stipulated period the Agreement shall be treated as cancelled and the earnest money will be returned to the purchaser without interest after deducting service charges.
5. There are no encumbrance, charges, trusts, lines, attachments, claims or demands whatsoever for not subsisting on the property and that the same is not the subject matter of any suit or litigation or proceeding and has not been offered as security or otherwise to any court of Revenue Authority.
6. All the taxes, land revenue and impositions payable in respect of the said property upon the date of registration of this presents has paid by the Developers of this indenture. If any taxes be found to remain unpaid for the period up to the date hereof, the same be deemed to be liability of the Developers and to the realize from the Developers and after the date of registration of this presents, Vendor and the Developers will not be liable for the same and for any other outgoings in any reason.

7. That the Vendor and the Developers also undertake that after purchasing of the above flat, Purchaser is entitled to decorate the said flat at his own choice.
8. That the mode transfer and the terms and conditions and covenants of the Deed of Conveyance as well as the preparation and / or making the Deed of Conveyance and all the documents related to the 'Said Unit' to be executed in Purchaser hereof, shall be such as be settled, down, written and finalized by the advocate of the Vendor/Land owner. And in that event the Purchaser shall not raise any objection hereto.
9. The expenses of the putty of the inside wall, extra grill setting and a extra window at the above of basing will be paid by the purchaser to the developer.
10. That the Vendor and the Developers also undertake that after purchasing of the above flat, Purchaser is entitled to enjoy all common service area of the Schedule "B" property mentioned hereinafter.

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(8)

The Vendor and the Developers hereby further agrees and covenant with the Purchaser as follows:-

- (a) During the subsistence of this Agreement the Vendor and the Developers shall not sell, transfer or alienate or encumber the said flat.
- (b) During the subsistence of this Agreement the Vendor and the Developers shall not enter into any Agreement for sale or transfer in respect of the flat.
- (c) The Deed of Conveyance shall be executed in favour of the Purchaser or his Nominee or Nominees and the Deed of Conveyance shall be in such form as shall be prepared and registered on mutual agreed upon date.
- (d) That all the costs, charges and expenses for stamp duty, Registration fees and fees for the Advocate for registration and also for the preparation and drawn of this Agreement



and also for completion of the Deed of Conveyance in favour of the Purchaser shall be borne and paid by the Purchaser.

- (e) That the Vendor herein shall always help the Purchaser to occupy the said flat smoothly and they shall on the papers and documents by giving their full consent.

As after the delivery of possession of the flat the Purchaser covenants:-

- (a) To pay and bear the common expenses other outgoings and Municipality/ Corporation rates and taxes for and / or in respect of the flat wholly.
- (b) To pay for electricity and other utilities consumed in the flat and common areas by him.
- (c) The cost of repairing, maintain cleaning and lighting the passages, landings etc. and other parts of the buildings.

**THE SCHEDULE "A" ABOVE REFERRED TO**

**ALL THAT** piece or parcel of Sali land measuring an area of 02 Cottahs 04 Chittacks comprised in **R.S. Dag No. 1685 under R.S.Khatian No. 835**

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(9)

lying and situated at **Mouza Jyangra, J.L No. 16, Re.Su. No. 114, Touzi 3027** previously P.S Rajarhat at present P.S Baguiati, District North 24 Parganas, previously A.D.S.R.O. Bidhan Nagar (Salt Lake City) at present A.D.S.R.O. Rajarhat within the local limits of Rajarhat Gopalpur Municipality, Vidyasagar Pally (Jyangra).

**BUTTED AND BOUNDED BY**

ON THE NORTH	R.S. Dag no. 1685
ON THE SOUTH	10 feet wide Passage
ON THE EAST	Land of Ranjit Bhattacharyee
ON THE WEST	Building of Kajal Sengupta, R.S. Dag No. 1681

**THE SCHEDULE "B" ABOVE REFERRED TO**

**(Description of Flat)**

**ALL THAT** one self-contained residential flat **being no. 7776 measuring super built-up area of 660 (six hundred sixty) sq.ft.** be the same a little more or less on the first floor, Eastern side of the said G+3 storied building namely “**OMKAR APARTMENT**” lying and situated within L/B 11/21A, Amarabati, P.O-Aswini Nagar, P.S-Baguiati, Dist. North 24 Parganas, Kolkata-159, Ward No. 28 under Rajarhat Gopalpur Municipality at present Bidhan Nagar Municipality Corporation, Dist. North 24 Parganas consisting of Two bed rooms, one dining cum drawing room, one varandah, one Kitchen, two toilet etc. **TOGETHER WITH** undivided, undemarcated, impartible, proportionate share or interest in the land as described in the **Schedule ‘A’** herein above written with all easements attached thereto together with the right of user of common areas, portions and facilities of the said premises which is butted and bounded as follows;

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(10)

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

**SIGNED SEALED AND DELIVERDE**

By the **DEVELOPER** in presence of:

- 1.
- 2.
- 3.

**SIGNATURE OF THE DEVELOPER**

**Drafted by me:**

**SIGNATURE OF THE PURCHASER**

(.....)

**Advocate**

.....

**Composed by me:**

(stf.....)

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(11)

**MENO OF CONSIDERATION**

**RECEIVED** from the within named Purchaser the sum **Rs.1,00,000.00 (Rupees One Lac)** only out of total **Rs. 19,00,000.00 (Rupees Nineteen Lac)** only as an advance money as per Memo of Consideration below:

**M E M O**

<b>Date</b>	<b>Money Receipt No.</b>	<b>Cheque/Cash</b>	<b>Cheque No.</b>	<b>Name of Bank</b>	<b>Name of Branch</b>	<b>Amount of Rs.</b>
<b>30.04.2021</b>		<b>Cheque</b>		<b>ICICI</b>	<b>Duttapukur</b>	<b>100,000.00</b>
<b>Total Rs. 100,000.00</b>						

1. ....

2. ....

**SIGNATURE OF THE DEVELOPER**

**WITNESSES::**