

AGREEMENT FOR SALE

THIS AGREEMENT MADE ON THIS THE DAY OF
..... TWO THOUSAND AND TWENTY THREE (2023)

-BETWEEN -

SRI ANIRBAN BHAUMIK, (PAN - AFSPB6803K), (Aadhaar No.7124 8370 7544), son of Late Manabendra Narayan Bhaumik, by Occupation - Business, by faith - Hindu, by Nationality - Indian, residing at P-44, Dr. Sundari Mohan Avenue, P.O. Entally, P.S. Beniapukur, Kolkata - 700 014, hereinafter called the **OWNERS/VENDORS** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs administrators, legal representative successors, successors-in-interest and assigns) of the **FIRST PART** represented by his Attorney namely **M/S. N S CONSTRUCTION**, (PAN- AAKFN3030H), a Partnership firm, having its office address at 70(23A/2), Purbachal Main Road, Police Station - Garfa, (formerly P.S. Kasba), Kolkata - 700 078 and having its local mailing address 70/3, Purbachal Main Road, Police Station - Garfa, (formerly P.S. Kasba), Kolkata - 700 078, represented by its partners namely (1) **SMT. SUCHISMITA MUKHERJEE**, (PAN- AKIPM3299D), daughter of Sri Surajit Tagore, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at URBANA TOWER-4, Flat No.0103, 783, Anandapur, Madurdah, Post Office - E.K.T.P., Police Station - Anandapur, Kolkata - 700 107, (2) **SRI NILOY PROKASH GANGOLI**, (PAN - AIQPG8947G), Aadhar No.657455438957, son of Late Jaso Prokash Gangoli, by faith - Hindu, by Occupation - Business, by Nationality Indian, residing at 27, Dehi Serampur Road, P.O. Linton Street, P.S. Beniapukur, Kolkata - 700 014 and (3) **SRI GAUTAM DEY**, (PAN - AHPPD1990G), Aadhar No.6092 6127 3043, son of Sajit Kumar Dey, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Bosepukur Road, Rajpur, Sonarpur, Kolkata - 700 149, as per terms and conditions of the Deed of Partnership any two partners out of three partners are hereby representing the FIRM, i.e. the **Partner Nos.2 and 3** herein namely **SRI NILOY PROKASH GANGOLI** and **SRI GAUTAM DEY** are representing the Firm herein by virtue of registered Development Agreement alongwith Development Power of Attorney dated 21st April,2022, registered at D.S.R. IV, Alipore, South 24 Parganas and recorded into Book No.1, Volume No. 1604-2022, at Pages 146151 to 146188, Deed No. I-160404059/2022 for the year 2022.

AND

M/S. N S CONSTRUCTION, (PAN- AAKFN3030H), a Partnership firm, having its office address at 70(23A/2), Purbachal Main Road, Police Station - Garfa, (formerly P.S. Kasba), Kolkata - 700 078 and having its local mailing address 70/3, Purbachal Main Road, Police Station - Garfa, (formerly P.S. Kasba), Kolkata - 700 078, represented by its partners namely (1) **SMT. SUCHISMITA MUKHERJEE**, (PAN- AKIPM3299D), daughter of Sri Surajit Tagore, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at URBANA TOWER-4, Flat No.0103, 783, Anandapur, Madurdah, Post Office - E.K.T.P., Police Station - Anandapur, Kolkata - 700 107, (2) **SRI NILOY PROKASH GANGOLI**, (PAN - AIQPG8947G), Aadhar No.657455438957, son of Late Jaso Prokash Gangoli, by faith - Hindu, by Occupation - Business, by Nationality Indian, residing at 27, Dehi Serampur Road, P.O. Linton Street, P.S. Beniapukur, Kolkata - 700 014 and (3) **SRI GAUTAM DEY**, (PAN - AHPPD1990G), Aadhar No.6092 6127 3043, son of Sajit Kumar Dey, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Bosepukur Road, Rajpur, Sonarpur, Kolkata - 700 149, as per terms and conditions of the Deed of Partnership any two partners out of three partners are hereby representing the FIRM, i.e. the **Partner Nos.2 and 3** herein namely **SRI NILOY PROKASH GANGOLI** and **SRI GAUTAM DEY** are representing the Firm herein hereinafter called and referred to as the **PROMOTER/ DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the subject of contest be deemed to mean and include its executors, administrators, legal representatives, successors, successors in office, successors in interest and assignees) of the **SECOND PART**.

Niloy Prokash Gangoli
Gautam Dey
NILOY PROKASH GANGOLI
& GAUTAM DEY
As a Constitute Attorney of
ANIRBAN BHAUMIK

Partner

NS CONSTRUCTION
Niloy Prokash Gangoli

Partner

NS CONSTRUCTION
Gautam Dey

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 NILOY PROKASH GANGOLI
 & GAUTAM DEY
 As a Constituted Attorney of
 ANIRBAN BHAUMIK

AND

- (1),
 (2),

....., herein after called and referred to as the 'PURCHASERS/ALLOTTEES' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
 c) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
 d) "Section" means a section of the said Act.

WHEREAS:

WHEREAS by virtue of a registered Deed of Sale dated 28th September, 1984 registered with the District Registrar at Alipore being recorded in Book No.1, Volume No. 123, at pages 451 to 460, Being No. 12496 for the year 1984, one Smt. Usha Rani Das and her husband Kumaresh Chandra Das, since deceased, jointly purchased one plot of land measuring an area of 3 (Three) Cottahs 09 (Nine) Chittacks 19 (Nineteen) Sq.ft. more or less being Scheme plot No. 3 situated in Mouza : Kalikapur, J.L. No.20, Touzi Nos.3-5,12, comprising in portion of R.S. Dag No.365, under R.S. Khatian No.169, within the jurisdiction of The Kolkata Municipal Corporation, Ward No.109, K.M.C. Premises No.295, Kalikapur, P.S. Purba Jadavpur, Kolkata - 700 099, from one Sri Ajit Kumar Deb, son of Late Brajaraj Deb and recorded their property in the record of K.M.C. known as Premises No.295, Kalikapur.

AND WHEREAS said Kumaresh Chandra Das, died intestate on 7th April, 1995 leaving behind his wife namely Smt. Usha Rani Das, and one son namely Sri Dipak Kumar Das and two daughters namely Smt. Lipika Das and Smt. Samita Laha, as his only heirs and successors and they jointly succeeded as per Hindu Succession Act, 1956 the half share of said Kumaresh Chandra Das in the said property and thus the said Smt. Usha Rani Das has become the owner of undivided un-demarcated five-eighth share of the said property and the said Sri Dipak Kumar Das Smt. Lipika Das and Smt. Samita Laha, have become the Owners of undivided un-demarcated there eighth share of the said property.

AND WHEREAS by virtue of a registered Deed of Gift dated 07.07.2004, registered in the Office of A.R.A. I, Kolkata and recorded into Book No. 1, Volume No.1, at Pages 1 to 12, Deed No.5136 for the year 2004, said Smt. Samita Laha obtained undivided 7/8th share of the property out of 3 (Three) Cottahs 09 (Nine) Chittacks 19 (Nineteen) Sq.ft. more or less being Scheme Plot No. 3 situated in Mouza : Kalikapur, J.L. No.20, Touzi Nos.3-5,12, comprising in portion of R.S. Dag No.365, under R.S. Khatian No.169, known as K.M.C. Premises No.295, Kalikapur, P.S. Purba Jadavpur, Kolkata - 700 099, from said Smt. Usha Rani Das, wife of Late Kumaresh Chandra Das, residing at 19, Mahendra Sarkar Street, P.S. Mucipara, Kolkata - 700012, (2) Sri Dipak Kumar Das, son of Late Kumaresh Chandra Das, residing at 19, Mahendra Sarkar Street, P.S. Mucipara, Kolkata - 700012 and (3) Smt. Lipika Das, wife of Sri Prantosh Ranjan Das, residing at A2/2, Ananda

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Apartment, Jainnuddin Mistry Lane, Kolkata – 700027 and the said Smt. Samita Laha was the owner of undivided 1/8th share of the total property out of the total land measuring an area of 3 (Three) Cottahs 09 (Nine) Chittacks 19 (Nineteen) Sq.ft. more or less and after the said Deed of Gift, said Smt. Samita Laha was the absolute owner of the total property i.e. 3 (Three) Cottahs 9 (Nine) Chittacks 19 (Nineteen) Sq.ft.

AND WHEREAS said Smt. Samita Laha has recorded her name in the record of The Kolkata Municipal Corporation in respect of her total land within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 109 known as **K.M.C. Premises No.295, Kalikapur**, and Assessee No.31-109-06-0295-4, P.S. Purba Jadavpur, Kolkata – 700 099.

AND WHEREAS said Smt. Samita Laha was the absolute owner of the said plot of land measuring an area of 3 (Three) Cottahs 09 (Nine) Chittacks 19 (Nineteen) Sq.ft. more or less situated in **Mouza : Kalikapur, J.L. No.20**, Touzi Nos.3-5,12, Scheme Plot No. 3 comprising in portion of **R.S. Dag No.365, under R.S. Khatian No.169**, known as **K.M.C. Premises No.295, Kalikapur**, within the KMC ward No.109, P.S. Purba Jadavpur, Kolkata – 700 099.

AND WHEREAS said Smt. Samita Laha has taken physical measurement of her total property and it is found that actual land area as per present physical measurement is 3 (Three) Cottahs 6 (Six) Chittacks 34.515 (Thirty four Point five one five) Sq.ft. and the land area measuring 2 (Two) Chittacks 29.485 (Twenty nine Point four eight five) Sq.ft. has been decreased due to extension of adjacent road and also encroachment of neighboring plot holders.

AND WHEREAS said Smt. Samita Laha, desired to sell the said property in favour of Third Party for that reason she divided the above mentioned plot of land into two separate part one part land area is 1 (One) Cottahs 11 (Eleven) Chittacks 15.433 (Fifteen Point Four Three Three) Sq.ft. more or less and another part land area is 1 (One) Cottahs 11 (Eleven) Chittacks 19.082 (Nineteen Point zero eight two) Sq.ft. i.e. totaling land area of 3 (Three) Cottahs 6 (Six) Chittacks 34.515 (Thirty four Point five one five) Sq.ft.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 30.03.2021, registered in the Office of District Sub-Registrar-III, Alipore and recorded into Book No.1, Volume No.1603-2021, Pages from 91260 to 91288, Being No.160302782 for the year 2021, said Smt. Samita Laha, sold, conveyed, transferred, assigned and grated part of the land measuring net land area of 1 (One) Cottahs 11 (Eleven) Chittacks 15.433 (Fifteen Point Four Three Three) Sq.ft. more or less out of her said property as per present physical measurement land area measuring 3 (Three) Cottahs 6 (Six) Chittacks 34.515 (Thirty four Point five one five) Sq.ft. situated in **Mouza : Kalikapur, J.L. No.20**, Touzi Nos.3-5,12, part of the Scheme Plot No. 3 comprising in portion of **R.S. Dag No.365, under R.S. Khatian No.169**, known as **K.M.C. Premises No.295, Kalikapur**, within the KMC ward No.109, P.S. Purba Jadavpur, Kolkata – 700 099, in favour of the Land Owner herein.

AND WHEREAS by virtue of another registered Deed of Conveyance dated 16.04.2021, registered in the Office of D.S.R. - V, Alipore and recorded into Book No. 1, Volume No.1630-2021, Pages from 78519 to 78548, Being No.163002098 for the year 2021, said Smt. Samita Laha, sold, conveyed, transferred, assigned and granted remaining/rest part of the land measuring net land area of 1 (One) Cottahs 11 (Eleven) Chittacks 19.082 (Nineteen Point zero eight two) Sq.ft. situated in **Mouza : Kalikapur, J.L. No.20**, Touzi Nos.3-5,12, part of the Scheme Plot No. 3 comprising in portion of **R.S. Dag No.365, under R.S. Khatian No.169**, known as **K.M.C. Premises No.295, Kalikapur**, within the KMC ward No.109, P.S. Purba Jadavpur, Kolkata – 700 099, in favour of the Land Owner herein.

AND WHEREAS by virtue of the above mentioned two separate registered Deed of Conveyance as mentioned above Land Owner herein purchased the total land area measuring 3 (Three) Cottahs 6 (Six) Chittacks 34.515 (Thirty four Point five one five) Sq.ft. as per present physical measurement situated in **Mouza : Kalikapur, J.L. No.20**, Touzi Nos.3-5,12, part of the Scheme Plot No. 3 comprising in portion of **R.S. Dag No.365, under R.S. Khatian No.169**, known as **K.M.C. Premises No.295, Kalikapur**, within the KMC ward No.109, P.S. Purba Jadavpur, Kolkata – 700 099.

Partner

NS CONSTRUCTION

Niloy Prokash Gangoli

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Partner

Gautam Deo

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AND WHEREAS after registration of both Deeds some error was found and the said error has been rectified by virtue of registered Deed of Declaration dated 24.08.2021, registered at D.S.R. III, Alipore, recorded into Book No.1, Volume No.1603-2021, at Pages 208901 to 208918, Deed No.7322 for the year 2021.

AND WHEREAS thereafter the land Owner herein recorded his land in the record of the KMC known as **K.M.C. Premises No.295, Kalikapur**, within the KMC Ward No.109, P.S. Purba Jadavpur, Kolkata – 700 099.

AND WHEREAS thereafter the present Land Owner herein mutated his name in the L.R. Record of Right vide L.R. Khatian No.787, of Mouza-Kalikapur, J.L. No.20.

AND WHEREAS thereafter the present OWNER herein has taken the Conversion of his Land (Shali to Bastu) vide Conversion Case Nos.CN/2021/1630/769 (Memo No.17/845/B L & L R O/KOL dated 28.03.2022) from the B.L. & L.R..O. Kolkata.

AND WHEREAS the present OWNER herein is the absolute owner and seized and possessed of All That the net land area measuring **3 (Three) Cottahs 6 (Six) Chittacks 34.515 (Thirty four Point five one five) Sq.ft.** as per present physical measurement situated in **Mouza : Kalikapur, J.L. No.20, Touzi Nos.3-5,12**, part of the Scheme Plot No. 3 comprising in portion of **R.S. Dag No.365, under R.S. Khatian No.169**, corresponding to **L.R. Dag No.365, under L.R. Khatian No.787**, known as **K.M.C. Premises No.295, Kalikapur**, within the KMC ward No.109, P.S. Purba Jadavpur, Kolkata – 700 099.

AND WHEREAS being desirous of the promotion work of his said premises the **OWNERS** entered into a registered Development Agreement alongwith Development Power of Attorney dated 21st April,2022, registered at D.S.R. Alipore, South 24 Parganas and recorded into Book No.1, Volume No.1604-2022, at Pages 146151 to 146188, Deed No.I-160404059/2022 for the year 2022 with the Developer namely NS CONSTRUCTION for making the building.

AND WHEREAS the **OWNERS** have taken sanction of a Ground Plus Four Storied Building plan with Lift facility from the K.M.C. Borough Office – XII, Vide sanctioned building Permit No.2022120372 dated 10/11/2022.

AND WHEREAS The said Land Owners herein express their desire to develop the aforesaid land measuring **3 (Three) Cottahs 6 (Six) Chittacks 34.515 (Thirty four Point five one five) Sq.ft.** by constructing Ground Plus Four Storied building thereon in accordance with the building sanction plan and/ or to be sanctioned by The Kolkata Municipal Corporation, and the present Developer have accepted the said proposal and the present Land Owner has decided to enter into the present Joint Venture Agreement with the Developer herein for the land mentioned above and explicitly in the SCHEDULE A hereunder written, And whereas the developer has fully satisfied with the right, title, interest and possess on over the said land and has physically examined the documents with respect to the title of land owners. Initially the land owners entered into a Registered Development Agreement & Registered Power of Attorney in the year 2022 to NS CONSTRUCTION, which is recorded in Book no. I, Volume no. 1604-2022, Pages 146151 to 146188, being no. I-160404059/2022 dated 21st April,2022

AND WHEREAS For the smooth running of the" said project, the Land Owner herein agreed to execute a Registered Development Agreement & Registered Power of Attorney, by which the Land Owner herein has appointed and nominated NS Construction as his Constituted Attorney and new Developer, to act on behalf of the Land Owner and also for entering into an agreement for sale in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owner and also for to appear before any Registrar of Assurances, District Registrar, Sub- Registrar, Additional District Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of

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affirmation, registration and giving declarations on our behalf and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper.

AND WHEREAS originally the land measuring an area of **3 (Three) Cottahs 6 (Six) Chittacks 34.515 (Thirty four Point five one five) Sq.ft.** as per present physical measurement situated in **Mouza : Kalikapur, J.L. No.20, Touzi Nos.3-5,12,** part of the Scheme Plot No. 3 comprising in portion of **R.S. Dag No.365, under R.S. Khatian No.169,** corresponding to **L.R. Dag No.365, under L.R. Khatian No.787,** known as **K.M.C. Premises No.295, Kalikapur,** within the KMC ward No.109, P.S. Purba Jadavpur, Kolkata – 700 099, belongs to the Land Owner as mentioned herein above.

A. The Said Land is earmarked for the purpose of building a residential Project comprising Ground Plus Four Storied building with lift facility apartment buildings and the said project shall be known as “.....” with the object of using for apartments.

B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.

C. The Kolkata Municipal Corporation has granted the Commencement Certificate to develop the project vide approval dated 10/11/2022The bearing registration no/Plan no. 2022120372 .

D. Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building from The Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes the building over and above the sanctioned building but if do so then the Developer shall collect the Completion certificate from the competent Authority.

E. The Allottee had applied for an apartment in the Project on and has been allotted apartment no. having carpet area of square feet on Floor, (Balcony Area Square Feet Carpet Area excluded from total carpet area) more or less and a total built up area of unit of.....square feet and a Super built up area of square feet more or less on the Floor, at “.....” at ALL THAT piece and parcel of Land measuring **3 (Three) Cottahs 6 (Six) Chittacks 34.515 (Thirty four Point five one five) Sq.ft.** as per present physical measurement situated in **Mouza : Kalikapur, J.L. No.20, Touzi Nos.3-5,12,** part of the Scheme Plot No. 3 comprising in portion of **R.S. Dag No.365, under R.S. Khatian No.169,** corresponding to **L.R. Dag No.365, under L.R. Khatian No.787,** known as **K.M.C. Premises No.295, Kalikapur,** within the KMC ward No.109, P.S. Purba Jadavpur, Kolkata – 700 099 as permissible under the applicable law and the share in the common areas as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B).

F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :

- a.** The Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:
 - b.** The Title of the Owner in respect of the Premises.
 - c.** The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act;
 - d.** the Carpet Area of the Said Apartment;
 - e.** The Specifications and common Portions of the Project; and
 - f.** The respective rights interest and entitlements of the Owner and the Allottee under this Agreement for Sale.

NS CONSTRUCTION

NS CONSTRUCTION

Partner

Partner

Niloy Prokash Gangoli

Created by

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& GAUTAM DEY**
As a Constituted Attorney of
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g. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;

h. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

i. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment no..... having carpet area of square feet on Floor, (Balcony Area Square Feet Carpet Area Approx excluded from total carpet area) more or less and a total built up area of unit of.....square feet and a Super built up area of square feet more or less on the Floor.....

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other goods and valuable consideration, the Parties agree as follows:

1. TERMS :

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment.

1.2 The Total Price for the Apartment based on the carpet area measuring more or less about sq. ft. is Rs.-/- (Rupees) only.

| | |
|------------------------------|---|
| Apartment No : | |
| Floor : | |
| Car Parking - | One Covered Car Parking Space (110sq. ft. Approx.) |
| Total Unit Price (in Rupees) | Rs.-/- (Rupees) only. |

More fully mention in Para-I of the Payment Plan (Schedule-C) hereinafter.

1.3 In addition to the above all other payments shall be payable by the Allottee as mentioned in Payment Plan, part-II to part IV (Section-C)

1.4 The Total Price, which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1.5 The Allottee shall make all the payments as per the payment plan set out in Schedule 'C' ("Payment Plan").

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