

भारतीय गैर न्यायिक

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RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

51AA 861610

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this 18.....day of Nov....., Two Thousand Eleven **BETWEEN SRI SWAPAN KUMAR CHATTERJEE** son of Late Santosh Chandra Chatterjee, by faith - Hindu, by occupation - Retired, residing at 44/1, Amarpally Colony, P.S.-Dum Dum, Kolkata-700 074, hereinafter called and referred to as the '**LAND OWNER/VENDOR**' (which terms or expression shall unless, excluded by or repugnant to the context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. B. B. SOLUTIONS' having its principal place of business at 321, Purba Sinthee Road, Madhugar, P.S. - Dum Dum, Kolkata-700 030, being represented by its partners **SRI BAPPADITYA SARKAR** son of Sri Sukumar Sarkar, by faith-Hindu, by occupation-Business, residing at 321, Purba Sinthee Road, Madhugar,P.S. - Dum Dum, Kolkata-700 030 and **SRI BISWANATH GHOSH** son of Late Santosh Ghosh, by faith-Hindu, by occupation-Business, residing at 38, Barada Kanta Road, P.S. - Dum Dum, Kolkata-700 030, hereinafter called and referred to as the **DEVELOPER** of the **SECOND PART**.

M I. B. SOLUTIONS

Biswanath Ghosh

Partner

M/s. B. B. SOLUTIONS

Bappaditya Sarkar

Partner

101198

Name: B. Ganguly, Adv.

Address: High Court

City: Cal.

Post Office: Subhas Rd., Licensed Stamp Vendor.

31 OCT 2011

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M/s. B. B. SOLUTIONS,
Bappaaditya Sarkar
 Partner

M/s. B. B. SOLUTIONS
Biswanath Ghosh
 Partner

AND

SRI JAGABANDHU DAS son of ^{late} Sri Sudhir Kumar Das, by occupation-Retired, by faith-Hindu, residing at 343/3, Jessore Road, Nursery Bagan, Police Station-Dum Dum, Kolkata-700 074, hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her, successors, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS the aforesaid owner is the sole & absolute owner of the said property mentioned in the schedule 'A' herein measuring about 01 cottah 10 Chitaks 26 sq. ft. more or less together with a structure lying thereon under Mouza - Satgachi, J.L. No. 20, C.S. Dag No.-193 & 194, E. P. No.121, S.P.No. 44/1, under ward No. 21 within the Municipal limits of the South Dum Dum Municipality, being Municipal holding no. -276, Amarpally, Primess No.44/1, Amar Pally Colony, Kolkata-74 within P.S-Dum Dum, within A.D.S.R.O. Cossipore, Dum Dum Dist. 24-Parganas (North). For the sake of brevity the land with structure herein after referred to as the "**SAID PROPERTY**".

AND WHEREAS by an agreement executed by Sri Swapan Kumar Chatterjee herein after called the owners with **M/S B. B. Solutions** herein after called the developer / Promoter having its principal place of business at 321, Purba Sinthee Road, Madhugar, P.S. - Dum Dum, Kolkata-700 030 and now undertaking a project at 44/1, Amar Pally, Kolkata-74 as a developer / promoter to construct a multistoried building on the said land bearing municipal holding No.276, Amar Pally in ward No.21 of South Dum Dum Municipality and to dispose of the same to persons desires or acquiring units thereon except owner's allocated portion as more fully described in the land development agreement.

AND WHEREAS the developer has been under registered power of attorney executed in its favour and registered at the office of the A.D.S.R, Cossipore Dum Dum and recorded there in Book No. IV, being No.494 for the 2009 by the said owner have been duly authorized to enter in to contracts for sale of garage, flats, shop etc, in the said multistoried building to be constructed.

AND WHEREAS the developer has proclaimed sale of garage, shop & flats to be so constructed as per sanctioned plan No. 502 dated 29.10.2010 of the South Dum Dum Municipality and to give, grant, transfer, convey assign and assured such garage, flats etc, against pre-payment of prices fixed for them as general installment and / or at the time, offer such garage flats etc. have been constructed and the purchaser having seen & satisfied him-self with the sanctioned building plan for construction of a multi storied building has proposed to purchase and acquire one self contained residential flat at the First floor consisting of 2(Two) bed room, 1(One) dining cum open Kitchen, 2(Two) toilet, 1(One) Balcony measuring about 1040 sq. ft. more or less and the developer has agreed to sell the above flat at or for a consideration of Rs.18,00,000/- (Rupees Eighteen Lac) only to the purchaser and the purchaser also agreed with the terms of the vendor.

M/s. B. B. SOLUTIONS

Bappaditya Sarfar

Partner

M/s. B. B. SOLUTIONS

Biswanath Phosa

Partner

AND WHEREAS the vendor has agreed to the proposal set fourth by the purchaser upon the terms and conditions set forth hereunder.

NOW THIS INDENTURE WITNESSETH AND IT IS FURTHER AGREED BY AND BETWEEN THIS PARTIES THE TERMS AND CONDITIONS AS UNDER:-

1. That the developer herein agreed to sell and purchaser herein agrees to purchase one self contained residential flat at the First floor consisting of 2(Two) bed room, 1(One) dining cum open Kitchen, 2(Two) toilet, 1(One) Balcony measuring about 1040 sq. ft. more or less together with proportionate undivided impartable share of Land underneath more fully and specifically described in the schedule 'B' hereunder along with all civic amenities and facilities available in the proposed building.

2. That the cost of the said flat is presently agreed to be Rs.18,00,000/-(Rupees Eighteen Lac) only further after construction if the area is found to be more then the area specified above then the purchaser shall have to pay extra cost for the extra area and if the area found less than the area specified in that case the vendor shall adjust the consideration money for the short area at the time of possession.

3. That the purchaser shall have to pay the entire consideration against the said flat to the **VENDOR** in the manner as under:-

- | | |
|--|----------------|
| (a) At the time of Agreement- | Rs. 5,00,000/- |
| (b) after 45 days from the date of execution of this agreement | Rs.3,00,000/- |
| (c) Within 10/01/2012 | Rs. 5,00,000/- |
| (d) Within February, 2012 | Rs.4,00,000/- |

Balance amount consideration money including cost of extra work f any shall be paid positively at time of handing over possession of the said flat or before registration of deed of conveyance whichever is earlier.

The time is the essence of this contract. The possession of the said flat shall be positively handed over to the purchaser within June, 2012, subject to Force Majeaure.

5. That the vendor herein shall after completion of the entire work as aforesaid shall give a written /verbal intimation to the purchaser and upon receipt of such intimation the purchaser shall after taking inspection of the work completed shall take possession of her said flat. The developer shall obtain the completion certificate from the South Dum Dum Municipality and an extract copy of the same will be delivered to the purchaser subject to payment of entire consideration money to the developer.

6. That upon receipt of the entire consideration money, the vendor shall be liable to sign and execute a proper deed of conveyance in favour of the purchaser and if the vendor refused /neglect to execute the deed of conveyance in favour of the purchaser in that event the purchaser shall have the right to the specific performance of this contract.

7. That all costs of such deed of conveyance including the cost of stamp duty, registration fee for the final deed of conveyance, advocate fees and other incidental cost shall be borne by the purchaser and the purchaser hereby agrees that the preparation and

Biswanath Phosa

M/s. B. B. SOLUTIONS
Bappaditya Sarfar
 Partner

M/s. B. B. SOLUTIONS
R. B. W. Phose
 Partner

registration of the final deed of conveyance shall be done through the advocate of the developerr.

8. That the purchaser shall at her own cost and expenses install a separate electric meter in the premises and the developerr shall bear on responsibility for the same but the purchaser shall deposit the cost of bringing new electric meter for her said flat to the electrical contractor of the Developerr.

9. That if the purchaser fails and/or neglects to pay the installments according to the mode of payment stated above in that event the purchaser shall have to pay an interest @ 24% p.a. to the developerr within 15 days from the date of actual payment and if the purchaser refuse to pay interest in that event the developerr shall have right to rescind and/or cancel this agreement after giving a clear 2 (two) weeks notice in writing and in that case the developerr shall refund the amount paid by the purchaser after deduction of 10% from the same after transfer the said that to any the other intending purchaser.

10. That the purchaser shall not be entitled to carry on any illegal or immoral trade or business in his said flat or in any part of the building. That the purchaser shall not use the flat or the common areas in the building in such a manner which shall cause nuisance or annoyance to the occupiers of the other flats and/or apartments in the building.

13. At all times thereafter the purchaser shall be entitled to ownership of the said flat and shall also be entitled to the ownership of the common areas in common with the other purchaser of flats in the building but shall not be entitled to the possession of the said flat till the entire amount due to the developer on account of the sale to the said flat has been paid in full.

14. That the developer shall construct the said building and every part hereof with standard materials and as per the specification attached hereby and in accordance with the plan sanctioned by the competent authority, but subject to such minor deviation as may be advised by the Architect and permitted by law/practices without impairing the essential features of the said flat as regards size, situation and facilities to be provided herein.

15. That the purchaser shall bear proportionate share of Municipal taxes with effect from the date of the possession till the association of flat owners is form, the purchaser shall deposit an amount to be decided after possession with the developerr on account of such taxes. The developerr shall render full account for such amount and if after meeting the purchaser's share of liability for taxes there is any surplus, the same shall be confined to the purchaser, but if such sum is found to be insufficient to meet in full the purchaser's share of liability for taxes, the purchaser shall from time to time deposit further sums with the developerr to meet such liabilities. After the formation of any Association / Society of the flat owners in the building the developerr will not take the responsibility of payment taxes.

16. That the purchaser shall not be allowed to engage her outside workmen, during the period of construction, all extra works has to be done through the developer herein at a rate to be settled by the developer and the purchaser.

Bappaditya Sarfar

M/s. B. B. SOLUTIONS
Bappaditya Sarkar.
 Partner

M/s. B. B. SOLUTIONS
Biswanath Ghosh
 Partner

17. The purchaser shall have no right to rescind this agreement to any person in any manner what so ever. That the purchaser has investigated the title of the Vendor in respect of the said land and being full satisfied with the title has entered into this agreement.

18. As and when the work of construction of the said building is in progress the developer shall remain in exclusive possession hereof without any interference from the purchaser. If due to any action taken or initiated by the purchaser, the developer is prevented from carrying on the work of construction of the said building or any portion for any period whatsoever than the purchaser shall be liable to pay to developer during the period that such interference will continue, damages Rs. 200/- per day till such interference shall continue.

19. That the developer shall be liable to execute proper deed of conveyance in respect of the entire first floor either in the name of the purchaser or his nominated person.

20. All disputes and differences between the developer and the purchaser relating to or arising out this agreement shall be referred to the Arbitration of two arbitrators (one to be appointed by each of them and such Arbitration shall be governed by the provision of the Arbitration & conciliation Act.1996.

THE SCHEDULE 'A' ABOVE REFERRED TO :

[Description of the Land]

ALL THAT piece or parcel of plot of land measuring about 01 cottah 10 Chitaks 26 sq. ft. more or less together with a structure lying thereon under Mouza - Satgachi, J.L. No. 20, C.S. Dag No.-193 & 194, E. P. No.121, S.P.No. 44/1, under ward No.21 within the Municipal limits of the South Dum Dum Municipality, being Municipal holding no. -276, Amarpally, Primess No.44/1, Amar Paly Colony, Kolkata-74 within P.S-Dum Dum, within A.D.S.R.O. Cossipore, Dum Dum Dist. 24-Parganas (North), which is butted and bounded as follows : -

ON THE NORTH : E. P No. 121
 ON THE SOUTH : E. P. No.123
 ON THE EAST : Colony Road
 ON THE WEST : Colony Boundary

THE SCHEDULE 'B' ABOVE REFERRED TO:

(Description of the Flat)

ALLTHAT one self contained residential flat at the First floor consisting of 2(Two) bed room, 1(One) dining cum open Kitchen, 2(Two) toilet, 1(One) Balcony measuring about 1040 sq. ft. more or less (i.e. covered area plus proportionate share of stair plus 20% service area) together with proportionate undivided impartable share of Land underneath along with all civic amenities and facilities available including right to use the top most roof of the said building to be constructed.

Biswanath Ghosh

M/s. B. B. SOLUTIONS
Bappaditya Sarkar
 Partner

M/s. B. B. SOLUTIONS
Biswanath Ghosh
 Partner

THE SCHEDULE 'C' ABOVE REFERRED TO:

(THE SPECIFICATION)

- 1. BUILDING STRUCTURE** R.C.C. column, beam, Roof, pillar, Tie-beam as per structural design approved by the competent Authority, outside brick wall 5" thickness except canti leaver inside partition wall 5" and 3" as per Engineer's direction.
 - 2. FLOORING:** Entire floor will be finished with marble and skirting 4".
 - 3. DADO:** The toilet dado up to 5' height with glaze titles.
 - 4. KITCHEN:** One cooking platform to be installed at the kitchen and back wall would be 2' height white glaze titles of above cooking platform to protect the oil spot.
 - 5. TOILET:** On the toilet Indian Type pan will be installed & one Commode will be provided at the W.C.
 - 6. WINDOW:** All frame and palla of the windows would be made of aluminum with aluminum sliding window fitted with design glass.
 - 7. VERANDAH / BALCONY:** parapet wall with grill up to 3' height.
 - DOOR:** All door frames will be standard quality wood and palla will be commercial Flush door.
 - 8. WATER SUPPLY:** Water supply round the clock is assured to which necessary deep tube-well will be installed.
 - 9. PLUMBING:** All plumbing pipe line will be concealed.
 - 10. ELECTRIC:** full concealed wiring. In bed room & Dining two light point, one 5 Amp plug point, one fan point, one 15Amp plug point at the dining with a basin and one fan point. Kitchen: One light point, one exhaust fan point. Toilet: one light point, 1 light point at the balcony.
 - 11. CALLING BELL:** 1 calling bell point at the main entrance.
 - 12. PAINTING:** Inside wall of the flat will be Paris. All windows and doors frame and palla painting with primer. For extra work other than specified above the purchaser shall pay extra money for extra work to the developer before commencing the extra work. The purchaser shall pay the charges for bringing new electric meter to the developer within 10 days from to day, no outside worker / engineer / architect shall be allowed and no out side worker will be allowed to work in the project.
- EXTRA WORK:-** For all extra work and fittings like Cable T.V. Point, Telephone Point, Collapsible Gate, Foot Light Point, Full Cover Grill at Varandah, extra, Covered Grill at Balcony, Box Almirah in the Flat, Coloured tiles in Toilets, Coloured Pan in Toilets, Extra basin, Coloured Basin, Extra light point, Geyser point, A.C. point, Freeze point, Mixer Grinder point in Kitchen, which is beyond the specification and others, attached toilet will be provided upon payment of extra cost, purchaser shall have to bear the costing (as per calculation) by the Developer, the purchaser shall have to bear Rs.6,000/- the cost of bringing one new electric meter in advance to the Developer as and when to be demanded by the developer. Please delete which ever is not applicable.

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

SIGNED SEALED AND DELIVERED
AT CALCUTTA IN THE PRESENCE OF:

1.

*Bappaditya Sarfar.
Biswanath Phook*

SIGNATURE OF THE VENDOR

2.

SIGNED SEALED AND DELIVERED
AT CALCUTTA IN THE PRESENCE OF:

1.

Jagan Nath Sarfar.

SIGNATURE OF THE PURCHASER

2.

SIGNED SEALED AND DELIVERED
AT CALCUTTA IN THE PRESENCE OF:

1.

*Bappaditya Sarfar.
Biswanath Phook*

SIGNATURE OF THE DEVELOPER

2.

RECEIVED from the within named Purchaser a sum of Rs.5,00,000/- (Rupees Five Lac) only as per memo below:-

MEMO OF CONSIDERATION

- [1] Paid by cheque vide Cheque No. 918 278 dated 17-11-2011 Rs. 2,00,000/- Two lac only.
 Drawn on UCO Bank, Main Road Manick Taluk Branch.
- [2] Paid by cheque vide Cheque No. 918 279 dated 18-11-2011 Rs. 300,000/- Three lac only.
 Drawn UCO Bank, Main Road Manick Taluk Branch.

Total

Rs.5,00,000/-

=====

(Rupees Five Lac) only.

WITNESSES:

- Sanjoy Ghosh.
27x Prokule Nagar
Kolkata-74

SOLUTIONS
 Pappaditya Sarkar
 Partner

M/s. B. B. SOLUTIONS
 Biswanath Ghosh
 Partner

SIGNATURE OF THE DEVELOPER

Drafted By:

Biswajit Ganguly
 Advocate,
 High Court, Calcutta
 W.B-839/1988