

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

11AB 523201

Ahmer Tahira
Agreement for Sale

AGREEMENT

1. Date: 27th January 2018

2. Place: Kolkata

3. Parties:

3.1 **Signature Vanijya Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157, (PAN AAPCS 1007 F), represented by its directors (i) **Shishir Gupta**, son of Late Shree Bhagwan Gupta and (ii) **Sk. Nasir**, son of Late Sk. Rashid, both of T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-7000157.

Ahmer Tahira

Realtech Nirman Private Limited

Shishir Gupta
Sk. Nasir Director
Sk. Nasir

And

- 3.8 **Realtech Nirman Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157, (PAN **AADCR6464K**) represented by its directors (i) **Shishir Gupta**, son of Late Shree Bhagwan Gupta and (ii) **Sk. Nasir**, son of Late Sk. Rashid, , both of T-68, Tegharia Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-7000157

(Developer, includes successor-in-interest and assigns)

And

- 3.9 **Ahmer Tahir**, son of Mohammed Tahir Hossain, Occupation - Service, residing at Keota Shyamsundarpur, Hugli-Chinsurah Municipality, Sahaganj, Hooghly, Police Station - Chinsurah, Pin - 712104, District - Hooghly, West Bengal. [PAN - AMEPT8390C]

(Buyer, includes successors-in-interest).

Owners and Developer collectively Sellers

Owners, Developer and Buyer collectively Parties and individually Party.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

- 4.1 **Transfer of Said Flat And Appurtenances:** Terms and conditions for transfer of:

- 4.1.1 **Said Flat:** Residential Flat No. I, on the 4th floor, having covered area about 736 (Seven hundred thirty six) square feet, in the Block - 4 (**Said Block**), described in **Part-I** of the 2nd Schedule below (**Said Flat**), in the proposed complex named "**Maya Ph-II**" (**Said Complex**) at Reckjoani Hospital Road, Police Station Rajarhat, District North 24 Parganas, within the limits of Rajarhat Bishnupur No.1 *Gram Panchayat* (**RBGP-I**), morefully described in **Part-I** of the 1st Schedule below (**Said Premises**).

Ahmer Tahir

Realtech Nirman Private Limited

Shishir Gupta
Sk. Nasir Director

The Buyer further undertakes that in consideration of the Sellers agreeing to sell the Said Flat And Appurtenances to the Buyer, the Buyer has accepted and/or shall be deemed to have accepted all the above conditions.

7. Commencement and Validity

7.1 Date of Commencement: This Agreement has commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

7.2 Validity: This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Buyer, unless terminated in the manner mentioned in this Agreement.

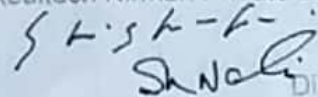
8. Total Price, Additional Cost, Payment and Extras

8.1 Total Price: The consideration for sale of the Said Flat , the Land Share, the Share In Common Portions and grant of Easement Rights is Rs. 29,49,492/- (Rupees twenty nine lac forty nine thousand four hundred ninety two only) **And** for right to park 1 (One) medium sized car in the covered space in the ground floor of any block in the Said Complex Rs. 3,00,000/- (Rupees three lac only) aggregating to Rs. **32,49,492/-** (Rupees thirty two lac forty nine thousand four hundred ninety two only) (collectively **Total Price**), to be paid in full to the Developer, which the Parties confirm and accept. The Buyer agrees to pay the Total Consideration. The Total Price has been fixed by mutual consent and hence it shall not be open to question by any Party **provided however** the Total Price shall vary proportionately in the manner mentioned in Clause 6.1.3 above and does not include the Extras (defined in Clause 8.5 below).

8.2 Additional Cost: During the construction of the Said Flat, if the Buyer desires to have any additional modification, changes in the Said Flat other than those which are specified herein, the Buyer shall communicate the same to the Developer in writing, the Developer shall then estimate the tentative cost to be incurred for that purpose (**Additional Cost**) and intimate the amount of the Additional Cost in writing to the Buyer. The Developer shall do all further modifications and changes in the Said Flat only after receiving the estimated Additional Cost, as applicable. It is to be clarified hereby that under no circumstances the Additional Cost will be presumed to be a part of the Total Price.



Realtech Nirman Private Limited


Sh. N. K. Singh
Director

- (I) **Change in Total Price:** any increase or decrease in the Total Price due to increase or decrease in measurement of the Said Flat, at the rate at which the Total Price has been computed.

9. Construction and Completion of Sale

- 9.1 **Construction by Developer:** The Developer shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plan or as may be recommended by the Architect/Engineer, as per the Specifications described in the 4th Schedule below.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect/Engineer regarding quality and workmanship shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect/Engineer and hereby further agrees not to raise any objection to the Developer and/or the Architect/Engineer making such variations, modifications or alterations.
- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby construction of the Said Flat And Appurtenances and/or the Said Block is in any way hindered or impeded.
- 9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not, in any way, commit breach of the terms and conditions herein contained.
- 9.5 **Completion Date:** Construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect/Engineer in this regard being final and binding], shall be done by the Developer within 30 (thirty) months from November 2015 (**Completion Date**) provided however the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Developer. The Developer shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Developer is unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 15.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment and (2) any other reasonable cause (for what is a reasonable cause, the

Arjun Patel

Realtch Nirman Private Limited

S. K. N. S. K. N.
S. K. N. S. K. N. Director

22. Execution and Delivery

22.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Sh. Nali
5656-62

As the constituted attorney
of the Owners No. 3.1 to 3.7
[Owners]

Realtech Nirman Private Limited

5656-62
Sh. Nali
Director

Realtech Nirman Private Limited
[Developer]

Ahmer Tahir

Ahmer Tahir
[Buyer]

Witnesses:

Signature Md. Tahir Hossain Signature A Roy

Name MD. TAHIR HOSSAIN Name Alex Roy

Father's Name Late. Ainnul Hossain Father's Name Ajit Roy

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pur. p.o. Sahabpur
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712104.