

THIS AGREEMENT FOR SALE made on this day of
November, Two Thousand Nineteen

BETWEEN

SRI ASHOK KUMAR GUPTA, PAN NO. BXAPG0662C, son of Late Girija Prasad Gupta, by faith Hindu, by occupation Business, residing at 15, Mallick Para Lane, P.O. Bangur Avenue, P.S. Dum Dum, Kolkata – 700055, District North 24-Parganas., hereinafter called and referred as the OWNER / DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, nominees, administrators, legal representatives and assignees) the PARTY OF FIRST PART.

AND

SRI SUBHAMOY ROY, (PAN No. BJDPR0798D) son of Sri Ramendra Nath Roy by faith Hindu, by occupation service, residing at 29/1D, Chetla Road, Kolkata – 700027., P.O. Chetla, P.S. Chetla., hereinafter called and referred as the PURCHASER / BUYER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, nominees, administrators, legal representatives and assignees) the PARTY OF SECOND PART.

WHEREAS one Smt. Binapani Debi purchased all that piece and parcel of land measuring more or less 3 cottahs 7 chittaks together with two storied building standing thereon situated in Mouza Chetla, Touzi No. 1-6, 8-16, being municipal premises number previously 65, Jainuddin Mistry Lane, subsequently renumbered as 65/2, Jainuddin Mistry Lane, previously ward no. 23, now ward no. 82 from one Smt. Haridasi Debi by a registered deed of conveyance dated 2nd October, 1936 in the office of the District Sub – Registrar, Alipore, and recorded in Book No. 1, Vol No. 76, Pages 274 to 277 being no. 4698 of the year 1936. After the said purchase as mentioned above Smt.

Binapani Debi mutated her name in the record of The Calcutta Municipal Corporation by paying taxes and other outgoings in respect of the said premises and was in possession of same.

WHEREAS Smt. Binapani Debi during her lifetime executed her last will and testament on 15.01.2003 and died on 12.06.2005. As per the said will one of the executors Sri Nirmalya Chatterjee applied for obtaining probate before the Ld. District delegate court at Chandannagore and registered as probate case No. 103 of 2006. Probate was granted by the Ld. District delegate court of Chandannagore on 15th May, 2007 whereby Sri Jyotirmoy Chatterjee became the absolute owner of premises no. 65/2, Jainuddin Mistry Lane, Kolkata – 700027. While in possession and enjoying the premises the said Jyotirmoy Chatterjee mutated his name in the record of The Kolkata Municipal Corporation by paying all taxes and outgoings as per KMC rules.

WHEREAS one M/S Axisline Traders (P) Ltd., and Sri Bhom Singh Ghorawat jointly purchased the premises no. 65/2, Jainuddin Mistry Lane, Kolkata – 700027 admeasuring 3 Cottahs 7 Chittaks land more or less alongwith one old two storied building from Sri Jyotirmoy Chatterjee through a registered deed of conveyance in the office of Additional District Sub- Registrar, Alipore, South 24-Parganas, West Bengal, on 20.03.2013., Registered in Book -1, Volume no. 11, pages 3485 to 3503, being No. 02722 for the year 2013. M/S Axisline Traders (P) Ltd., and Sri Bhom Singh Ghorawat while in possession of the premises mutated their name in the record of The Kolkata Municipal Corporation by paying taxes and outgoings as per law.

WHEREAS Sri Ashok Kumar Gupta, the owner herein purchased the premises no. 65/2, Jainuddin Mistry Lane, Kolkata – 700027 admeasuring 3 Cottahs 7 Chittaks land more or less alongwith one old two storied building from M/S Axisline Traders (P) Ltd., and Sri Bhom Singh Ghorawat through a registered deed of conveyance in the office of Additional District Sub- Registrar, Alipore, South 24-Parganas, West Bengal, on 6th June, 2018 Registered in Book -1, Volume no.1605-2018 , pages 117802 to 117831, being No. 160503648 for the year 2018. Sri Ashok Kumar Gupta has mutated

his name in the record of The Kolkata Municipal Corporation by paying taxes and outgoings as per law.

WHEREAS Sri Ashok Kumar Gupta, as proprietor of M/S. Gupta Properties, the party of the first part herein wish to build a new building in place of the old building therein has received sanction from Kolkata Municipal Corporation for building a ground plus four storied building at premises no. 65/2, Jainuddin Mistry Lane, P.S. Chetla, KMC ward no. 082, Kolkata – 700027 under KMC BOROUGH IX. A copy of the KMC sanction plan is attached herewith.

NOW THIS AGREEMENT WITNESSTH as follows:

1. The PURCHASER the party of the second part has agreed to buy one self – contained flat on the third floor (Flat – A) measuring 892 sq ft super built up area along with one garage in the proposed building to be constructed as per KMC sanction plan at 65/2, Jainuddin Mistry Lane, Kolkata – 700027., for a total consideration of Rs 51,00,000/- (Rupees fifty one lacs only) from the OWNER/DEVELOPER The party of the first part. The property on which the proposed building will be constructed is fully described in Schedule- A- hereunder, a copy of the KMC sanction plan of the proposed building is attached herewith and marked as Schedule - B - , the details of the flat to be purchased is described in Schedule – C -, the common facilities to be maintained and enjoyed by all the flat owners in the proposed building is described in Schedule – D – hereunder and the terms of payment is mentioned in Schedule – E – hereunder.
2. The OWNER/DEVELOPER has agreed to hand over the proposed flat to the PURCHASER within 18 months from the date of this agreement subject to the PURCHASER complying to the terms of payment mentioned in Schedule – E – and standard force majeure conditions.
3. The PURCHASER will pay to the OWNER/DEVELOPER an amount of Rs 21,00,000/- (Rupees Twenty One lacs only) today on the day of signing this agreement the balance amount will be paid as per the terms of payment mentioned in Schedule – E – hereunder.

4. The PURCHASER is satisfied in respect of title of the OWNER/DEVELOPER and their right to develop the property as per KMC sanction plan and to sale the respective flats/apartments so developed.
5. The final Deed of Conveyance will be executed by the OWNER/DEVELOPER in favour of the PURCHASER any day on or after the date of handing over possession of the flat, the cost for which will be borne by the PURCHASER.
6. The PURCHASER will be liable to pay service tax/GST as per Government rules prevailing at the time for purchase of the flat.
7. The OWNER/DEVELOPER shall not negotiate or enter into any agreement or otherwise in respect of the demised flat with anybody during the continuance of this agreement.
8. The PURCHASER will be liable to all municipal taxes and duties from the date the flat is handed over to him by the OWNER/DEVELOPER.

SCHEDULE - A -

ALL THAT piece and parcel of revenue free Bastu land measuring 3 cottahs 7 Chittaks (2475sq ft) with three storied partly dilapidated building measuring more or less 3658.9 sq ft in total i.e., Ground floor R.C.C. structured 1688.12 sq ft cemented floor, aged more than 80 years, first floor R.C.C. structured 1518.15 sq ft cemented floor more than 80 years old, second floor tile shed dilapidated structure 452.63 sq ft cement floor aged about 80 years lying and situated at Kolkata Municipal Corporation premises no. 65/2, Jainuddin Mistry Lane, Assesse No. 11-082-08-0167-2, KMC ward no. 082, P.O. Chetla, P.S. Chetla, Kolkata – 700027., together with all right of easement, common passage adjacent to the property, right of taking electricity, water, drainage, sewerage connections, etc. if necessary through the common passage attached thereto. The property is butted and bounded by :

On the North : 65/1, Jainuddin Mistry Lane.

On the South : 65/3, Jainuddin Mistry Lane.

On the East : 20 ft wide Road, Jainuddin Mistry Lane.

On the West : 65, Jainuddin Mistry Lane.

SCHEDULE - B -

A copy of KMC sanction plan for the proposed building is attached.

SCHEDULE - C -

ALL THAT self-contained third floor flat marked A Road facing, admeasuring 892 sq ft more or less (super built up) consisting of two bedrooms, one toilet, one W.C., one kitchen, one drawing cum dining space and one balcony as per floor plan attached hereto at 65/2, Jainuddin Mistry Lane, P.O. Chetla, P.S. Chetla, Kolkata – 700027., as per specification given below.

SPECIFICATION :

BUILDING :

The building will be constructed with standard branded construction materials, i.e., TMT bars, Cement, sand, stone chips, etc. and the best construction practice will be followed. The foundation and building will be R.C.C. Frame structure.

Walls :

Brick masonry 10 inches thick, partition 5 inches or 3 inches thick with cement plaster on both sides and inside parish work.

DOORS :

Main doors will be wooden flush doors, with wooden Malaysia sal frame (4" * 2 ½"), balcony kitchen and bedroom will be 32mm water proof flush door and bathroom & w.c. will UPVC framed and door.

WINDOWS :

Aluminium sliding windows with integrated grill with glass panes.

FLOORING :

All floor will be marble including the floor scurtings, white based Marble (2' * 2') chouka

KITCHEN :

Cooking platform will be made of black stone framing and granite top with one Stainless steel sink of appropriate size along with one tap for water. The kitchen counter will have 2.5 inches high wall tiles along its length

TOILET :

Toilet and W.C. will have standard bathroom fittings of ESSCO brand with one European style white commode of latest model and one wash Basin. Bathroom walls will have tiles upto 6.5 ft height(skirting 5ft) from floor.

ELECTRICITY :

Concealed wiring with standard branded copper wires with light and fan points in the rooms and exhaust point in kitchen and bathroom, plug points in the rooms and geyser point in the bathroom. An Air Conditioner point will be provided in the Master Bed room

WATER :

Supply of water will be provided from the supply of Kolkata Municipal Corporation meant for the building to be constructed exclusively.

PLUMBING :

Water, drainage and sewerage pipes will be of standard branded quality to be used as per standard practices.

Any additional work over and above the standard features as mentioned above may be done as per request from the PURCHASER at a mutually agreed extra cost to be paid to the OWNER/DEVELOPER.

SCHEDULE - D -

COMMON AREA AND COMMON FACILITIES :

LIFT :

One standard branded lift will be installed in the building.

GUARD ROOM :

One guard room will be provided in the ground floor at the appropriate place along with one W.C. for common use.

WATER AND PLUMBING :

Ground floor water reservoir, water storage tank (Cement) on the ultimate roof, one water pump of standard branded company, all common water pipes, waste water pipes and sewerage pipes.

ELECTRICITY :

All common electrical wirings and common electrical meter for common area.

STAIRWAY AND ROOF :

Marble stairways, lobbies and landings. The ultimate roof will be common where the water storage tank will be built.

All other passage and common areas for access to and from the building.

SCHEDULE - E -

TERMS OF PAYMENT :

On the date of signing this agreement	Rs 21,00,000/-
After completion of Foundation	Rs 3,00,000/-
After completion of first floor roof casting	Rs 3,00,000/-
After completion of second floor roof casting	Rs 3,00,000/-
After completion of third floor roof casting	Rs 3,00,000/-
After completion of fourth floor roof casting	Rs 3,00,000/-
After completion of first floor brick work	Rs 3,00,000/-
After completion of complete brick work	Rs 4,50,000/-
After completion of inside plaster	Rs 3,00,000/-
After completion of outside plaster	Rs 3,00,000/-
At the time hand over and registration of The property	Rs 1,50,000/-

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands on the day month and year first above written.

SIGNED, SEALED & DELIVERED

By the parties at Kolkata

WITNESSES :

ASHOK KUMAR GUPTA
OWNER / DEVELOPER

SUBHAMOY ROY
PURCHASER

MEMO OF CONSIDERATION

Received a sum of Rupees Twenty One Lacs Only from the
PURCHASER abovenamed by Cheque No. dated

Drawn on