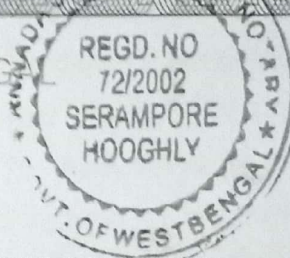




पश्चिम बंगाल WEST BENGAL



22AB 607469

AGREEMENT FOR SALE

THIS AGREEMENT made this the 25th day of July, 2018

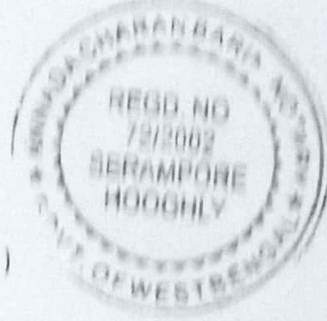
BETWEEN

1) **SRI PRADIP MUKHERJEE**, son of Late Sanjib Chandra Mukherjee, by faith - Hindu, Citizen - Indian, by occupation - Service, residing at 66, Vivekananda Sarani, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN -712233, having Permanent Account Number (PAN) - AEJPM7556C, 2) **SRI TAPAS MUKHERJEE**, son of Late Sanjib Chandra Mukherjee, by faith - Hindu, Citizen - Indian, by occupation - Service, residing at 66, Vivekananda Sarani, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN -712233, having Permanent Account Number (PAN) - BUHPM5088G, 3) **SRI TARUN MUKHERJEE**, son of Late

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(2)

ANNEXURE-"A"

Sanjib Chandra Mukherjee, by faith - Hindu, Citizen - Indian, by occupation - Service, residing at 66, Vivekananda Sarani, Post Office - Hindmotor, Police Station - Uttarpara, District - Hooghly, PIN - 712233, having Permanent Account Number (PAN) - AOKPM4994F, **4) SRI NIRMAL GHOSH**, son of Late Nibaran Chandra Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at Deshbandhu Nagar, Sodepur, Post Office - Sodepur, Police Station - Khardah, District - 24 Parganas North, PIN - 700110, having Permanent Account Number (PAN) - ADNPG3425H, **5) SRI DIPANKAR GHOSH**, son of Sri Nirmal Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Professor, residing at Deshbandhu Nagar, Sodepur, Post Office - Sodepur, Police Station - Khardah, District - 24 Parganas North, PIN - 700110, having Permanent Account Number (PAN) - AFLPG6897F, **6) SRI SUBHANKAR GHOSH**, son of Sri Nirmal Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at Deshbandhu Nagar, Sodepur, Post Office - Sodepur, Police Station - Khardah, District - 24 Parganas North, PIN - 700110, having Permanent Account Number (PAN) - AKMPG7005M, **7) SRI TIRTHANKAR GHOSH**, son of Sri Nirmal Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at Deshbandhu Nagar, Sodepur, Post Office - Sodepur, Police Station - Khardah, District - 24 Parganas North, PIN - 700110, having Permanent Account Number (PAN) - AQGPG7571G, **8) SMT. CHHANDA GHOSH**, wife of Sri Sandip Ghosh and daughter of Sri Nirmal Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Housewife, residing at Deshbandhu Nagar, Sodepur, Post Office - Sodepur, Police Station - Khardah, District - 24 Parganas North, PIN - 700110, having Permanent Account Number (PAN) - ALSPG8091J, **9) SMT. TANDRA GHOSH**, wife of Sri Narayan Ghosh and daughter of Sri Nirmal Ghosh, by faith - Hindu, Citizen - Indian, by occupation - Housewife, residing at Pearlless Nagar, Sodepur, Post Office - Sodepur, Police Station - Khardah, District - 24 Parganas North, PIN - 700110, having Permanent Account Number (PAN) - AQMPG8459M, **10) SMT. BHARATI BHATTACHARYYA**, wife of Sri Debaprasad

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Contd . . . P/3




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ANNEXURE-"A"

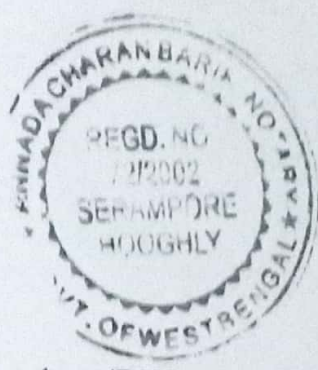
Bhattacharyya and daughter of Late Sanjib Chandra Mukherjee, by faith - Hindu, Citizen - Indian, by occupation - Housewife, residing at 31/17, Chakraborty Para Road, Post Office - Haji Nagar, Police Station - Bijpur, District - 24 Parganas North, PIN - 743135, having Permanent Account Number (PAN) - BMDPB9758C and **11) SMT. SMRITI BANERJEE**, wife of Sri Pradip Banerjee and daughter of Late Sanjib Chandra Mukherjee, by faith - Hindu, Citizen - Indian, by occupation - Housewife, residing at Panihati Ghosh Para, T. N. Banerjee Road, Post Office - Panihati, Police Station - Khardah, District - 24 Parganas North, PIN - 700114, having Permanent Account Number (PAN) - ALHPB4249G, being represented by their Constituted Attorney namely **M/S. R. G. CONSTRUCTION**, a Partnership Firm, having its office at 185/722A, Rajib Gandhi Road (old 121, Haran Banerjee Lane), Post Office - Konnagar, Police Station - Uttarpara, District - Hooghly, PIN - 712235, having Permanent Account Number (PAN) - AAWFR1194C, represented by its Partners namely **a) Smt. Suchitra Das**, wife of Sri Rabindra Nath Das, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 121, Haran Banerjee Lane (Rajib Gandhi Road), Post office - Konnagar, Police Station - Uttarpara, District - Hooghly, PIN - 712235, having Permanent Account Number (PAN) - AHZPD4804B and **b) Sri Nikhil Das**, Son of Late Baidyanath Das, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 301, Subhasnagar (Anshik), Post Office - Morepukur, Police Station - Rishra, District - Hooghly, PIN - 712250, having Permanent Account Number (PAN) - CAZPD0276J, hereinafter called the "**OWNERS**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and/or assigns) of the **FIRST PART**.

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M/S. R. G. CONSTRUCTION, a Partnership Firm, having its office at 185/722A, Rajib Gandhi Road (old 121, Haran Banerjee Lane), Post Office - Konnagar, Police Station - Uttarpara, District - Hooghly, PIN -

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(4)


ANNEXURE-"A"

712235, having Permanent Account Number (PAN) - AAWFR1194C, represented by its Partners namely a) **Smt. Suchitra Das**, wife of Sri Rabindra Nath Das, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 121, Haran Banerjee Lane (Rajib Gandhi Road), Post office - Konnagar, Police Station - Uttarpara, District - Hooghly, PIN - 712235, having Permanent Account Number (PAN) - AHZPD4804B and b) **Sri Nikhil Das**, Son of Late Baidyanath Das, by faith - Hindu, Citizen - Indian, by occupation - Business, residing at 301, Subhasnagar (Anshik), Post Office - Morepukur, Police Station - Rishra, District - Hooghly, PIN - 712250, having Permanent Account Number (PAN) - CAZPD0276J, hereinafter called as the **"DEVELOPER"** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's legal representatives, successors-in-office, executors, administrators and/or assigns) of the **SECOND PART**.

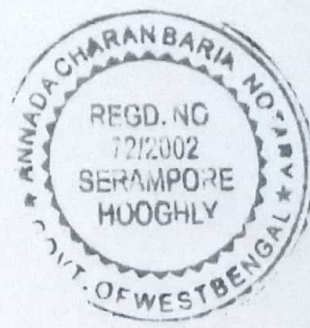
A N D

SRI ASHUTOSH KUMAR JHA, son of Naresh Jha, by faith - Hindu, Citizen - Indian, by occupation - Service, residing at Gram Srara, P.O. - Sanpatahi, P.S. - Babubarhi, District - Madhubani,, PIN - 847401, having Permanent Account Number (PAN) - AJHPJ3351K, hereinafter referred to as the **"PURCHASER"** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, legal representatives and/or assigns) of the **THIRD PART**.

WHEREAS ALL THAT piece and parcel of Bastu Land measuring land area more or less 3 (three) Cottahs, together with building standing thereon, lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag No. 710, under R.S. Khatian No. 1578, Corresponding to L.R. Dag No. 734/2543 under L. R. Khatian No. 3790, being Municipal Holding No. Vivekananda Sarani, within the ambit of the Uttarpara-Kotrung


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Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara (previous A.D.S.R. Office - Serampore), District - Hooghly, PIN - 712233, alongwith all easement rights attached thereto, together with all easement rights attached thereto, which is specifically mentioned in the Schedule 'A' written hereunder and hereinafter referred to as the "said property" was the absolute property of Sri Gadadhar Pal.


ANNEXURE-"A"

AND WHEREAS said Sri Gadadhar Pal sold and transferred the said property to Sri Tarak Chandra Pal through a Registered Deed of Sale executed on 04.01.1955 and duly registered at office of Sub-Registrar Serampore, District - Hooghly and recorded therein in Book No. 1, Volume No. 4, Pages from 35 to 39, Being No. 56 for the year 1955.

AND WHEREAS said Sri Tarak Chandra Pal sold and transferred the said property to Sri Sanjib Chandra Mukherjee through a Registered Deed of Sale executed on 29.05.1967 and duly registered at office of Sub-Registrar Serampore, District - Hooghly and recorded therein in Book No. 1, Volume No. 100, Pages from 196 to 201, Being No. 4440 for the year 1967.

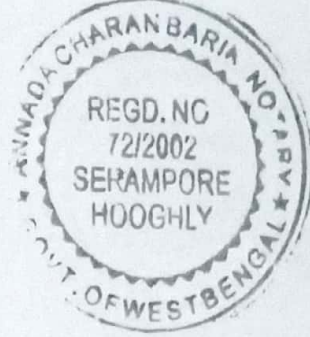
AND WHEREAS after purchasing the aforesaid property said Sri Sanjib Chandra Mukherjee became the sole and absolute owner of the same and he mutated his name in the records of the local Municipality and also in the Settlement Office by paying relevant taxes and rents therein in his own name.

AND WHEREAS said Sanjib Chandra Mukherjee died intestate on 16.05.2005 leaving behind his wife Smt. Juthika Mukherjee, 3 (three) sons namely Sri Tapas Mukherjee, Sri Pradip Mukherjee, Sri Tarun Mukherjee, 2 (two) daughters namely Smt. Bharati Bhattacharyya, Smt. Smriti Banerjee, son-in-law Sri Nirmal Ghosh, 3 (three) grandsons namely Sri Dipankar Ghosh, Sri Shuvankar Ghosh, Sri Tirthankar Ghosh and two granddaughters namely Smt. Chhanda Ghosh and Smt. Tandra Ghosh as his only legal heirs and successors and they jointly inherited the said property according to Hindu Succession Act, 1956.


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ANNEXURE-"A"

AND WHEREAS said Juthika Mukherjee died intestate on 22.09.2007 leaving behind her above mentioned sons, daughters, son-in-law, grandsons and granddaughters namely Sri Tapas Mukherjee, Sri Pradip Mukherjee, Sri Tarun Mukherjee, Smt. Bharati Bhattacharyya, Smt. Smriti Banerjee, Sri Nirmal Ghosh, Sri Dipankar Ghosh, Sri Shuvankar Ghosh, Sri Tirthankar Ghosh Smt. Chhanda Ghosh and Smt. Tandra Ghosh as her only legal heirs and successors and they jointly inherited undivided 1/7th share of said property as per Hindu Succession Act, 1956.

AND WHEREAS one of the daughter of Sanjib Chandra Mukherjee namely Arati Ghosh died on 26.09.1986 i.e. before the death of Sanjib Chandra Mukherjee, the legal heirs of Arati Ghosh namely Sri Nirmal Ghosh, Sri Dipankar Ghosh, Sri Shuvankar Ghosh, Sri Tirthankar Ghosh Smt. Chhanda Ghosh and Smt. Tandra Ghosh obtained undivided 1/6th share of said property through inheritance as per Hindu Succession Act, 1956.

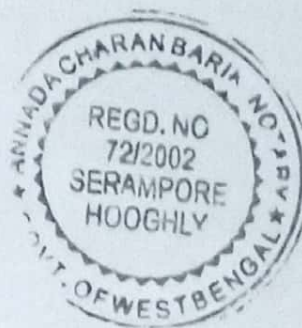
AND WHEREAS in the manner mentioned hereinabove the owners herein have become absolute joint owners of said property and they mutated their names in the record of local Municipality and paid relevant taxes in their own names and they are now seized, possessed and occupied the same as absolute and sixteen annas owners thereon by exercising each of their right, title and interest thereon without any interruption from any corner, whatsoever.

AND WHEREAS the Owners herein have decided and agreed to get the said property developed by constructing a multi-storied building upon it through and at the costs and expenses of the Developer herein and the Owners and the Developer have entered into a registered Development Agreement also given the power its called Development Agreement with General Power of Attorney executed on 28.07.2017 and duly registered


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at the office of A.D.S.R. Uttarpara, District - Hooghly and recorded therein in Book No. I, Volume No. 0621-2017, Pages from 68413 to 68466, Being No. 062102652 for the year 2017 and on the terms and conditions mentioned therein. The Owners herein have given Power in favour of M/s. R. G. Construction, the Developer herein, conferring it full power to execute the agreement(s) with intending Purchaser(s) and also for sale the Schedule 'A' mentioned property.

AND WHEREAS the Developer herein has started the construction work of the proposed multi storied building as per the building plan (Plan No. 230 dated 13.02.2018) duly sanctioned by the Uttarpara-Kotrung Municipality.

AND WHEREAS the Purchaser herein mentioned has agreed by the sell offer given by the Owners and the Developer to acquire the Schedule - 'B' mentioned Flat, which is hereinafter referred to as the 'said unit' on purchase basis and also on the terms & conditions hereunder contained.


NOW IT IS HERBY AGREED AND DECLARED AS FOLLOWS :

1. **TITLE & PLANS :**

That the right and property herein agreed to be acquired by the Purchaser is free from all encumbrances. The Purchaser has however satisfied himself about the plan and title of the Owners and agrees not to raise any objection thereto. The Developer shall be at liberty to make such changes in the plan as it deemed expedient with the approval of the Architects.

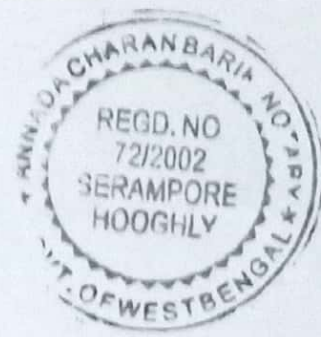
2. **CONSIDERATION :**

That the total consideration to be given by the Purchaser to the Developer for the cost of land and cost of construction, which shall be calculated @ 1,750/- per Sq. Ft. super built-up area and shall be regulated as per Schedule - 'D' below.


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ANNEXURE-"A"

3. **INSTALMENT & PAYMENT :**

That the Purchaser shall be liable to pay the consideration money to the Developer as per rules and regulations mentioned in the Schedule 'E' below.

4. **MANNER OF COMPLETION :**


That the Developer shall complete and make the said unit as a decent and respectable unit in the manner mentioned in the Schedule - 'B' hereto within 6 (six) months or earlier from the date of execution of this agreement and shall install and/or complete the common portions described in the Schedule - 'F' hereto.

5. **SALE & CONSTRUCTION OF UNIT :**

That the total consideration mentioned in the Schedule - 'D' below shall be deemed to be the consideration payable to the Owners who will convey to the Purchaser the undivided share of land and consideration payable to the Developer for having construction completed and made domestic purpose of the said unit and the common portion of the total property. The total amount would have to be paid to the Developer.

6. **TERMS & CONDITIONS OF SALE :**

- a) That on completion of the said unit and as per terms hereof the Purchaser shall become the absolute owner of the said unit free from all encumbrances save and except the usual easements and conditions inheritant in ownership as per the West Bengal Apartment Ownership Act, 1972.
- b) That after execution of Sale Deed in respect of the said unit the Purchaser shall has the right to sell, transfer, mortgage, lease out and otherwise transfer the said unit and shall also have the right to use and enjoy the same and to realize rents issues and profits thereof.


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ANNEXURE-"A"

- c) That the Developer shall have the right to construct any construction over the roof of the proposed multi-storied building.
- d) That after taking over possession of the Flat as per the Schedule - 'B' the Purchaser shall has to pay all taxes, maintenance charges in respect of aforesaid unit and/or proportionate in respect of the said unit only such reasonable amount as may be deemed expedient for common purpose.
- e) That the Purchaser shall not in any manner obstruct any construction that the Developer may take on any part of the premises including terrace pursuant to agreement between the Owners and the Developer.
- f) That the Deed of Conveyance of the said unit shall be prepared by the Advocate duly appointed by the Developer.

7. MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT :

As from the date of possession the Purchaser covenants :-

- a) To co-operate with the Developer in the management maintenance of the premises including flat complex and formation of the association.
- b) To observe the rules framed from time to time by the Developer for the Owners of the proposed building for common purposes. The rules should have to be framed in consultation with the flat, garage & shop room Owners.
- c) To allow the Developer and its workmen to enter into the said unit for its completion and/or for common purposes.


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- d) To pay and bear the common expenses in respect of premises proportionately.
- e) To pay for electricity and other utilities consumed in/or relating to the unit proportionately.

ANNEXURE-"A"


8. **ASSOCIATION** :

The Developer shall before or as soon as possible after completion of the proposed building cause the co-Owners to form an association for common purpose as per West Bengal Apartment Ownership Act, 1972. Accordingly the co-Owners shall bare the proportionate cost of formation and/or the expenses of the association.

9. **EXTRAS** :

That in addition to the said total consideration the Purchaser shall also pay to the Developer :

- i) The fees of Advocates applicable for the execution of this agreement and also the Conveyance Deed.
- ii) Charges for bringing electrical mainline and for providing electric meter in the said unit.
- iii) Payment for any extra work done in that unit.
- iv) The Stamp Fees, Registration Charges and Miscellaneous expenses for Deed of Conveyance to be executed in pursuance hereof.
- v) Proportionate costs and charges for Installation charges of the transformer (if required).
- vi) GST levied by the Government authority that will be borne by the Purchaser in connection with the transaction of the said unit.


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10. **ARBITRATION :**

That all disputes and differences by and between the parties hereto in any way relating to or connected with the premises and/or flat and/or building and/or this agreement and/or anything done in pursuance hereto shall be referred for arbitration to be adjudicated in accordance with the Arbitration Act & Conciliation Act, 1996.

ANNEXURE-"A"

SCHEDULE 'A' ABOVE REFERRED TO


ALL THAT piece and portion of Bastu Land measuring land area more or less 3 (three) Cottahs, together with building standing thereon, lying in Mouza - Kotrung, J.L. No. 8, comprised in R.S. Dag No. 710 under R.S. Khatian No. 1578, corresponding to L.R. Dag No. 734/2543 under L. R. Khatian No. 3790, being Municipal Holding No. 66, Vivekananda Sarani, within the ambit of the Uttarpara-Kotrung Municipality, P.O. - Hindmotor, P.S. - Uttarpara, A.D.S.R. Office - Uttarpara, District - Hooghly, PIN - 712233, alongwith all easement rights attached thereto.

The property is butted and bounded by :

- ON THE NORTH : Municipal Road.
- ON THE SOUTH : Property of Manindra Nath Das & Others.
- ON THE EAST : Property of Ava Rani Mukherjee.
- ON THE WEST : Property of Nirmal Das.

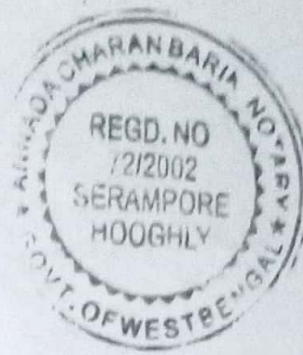
SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT piece and portion of the said unit of one residential Flat, being Flat No. 301 on the Third Floor towards Southern side of the proposed building having its super built-up area more or less 650 Sq. Ft. (super built-up area to be calculated on the basis of actual plus 20% of the same for due adjoining common service area as described in the Schedule - 'F' hereinafter) along with undivided proportionate share of underneath land of 'A' Schedule property.


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The Flat is butted and bounded by :

- ON THE NORTH : Staircase.
ON THE SOUTH : Common Open Space.
ON THE EAST : Common Open Space.
ON THE WEST : Common Open Space.


SCHEDULE 'C' ABOVE REFERRED TO

The Standard Specification is mentioned hereinunder :

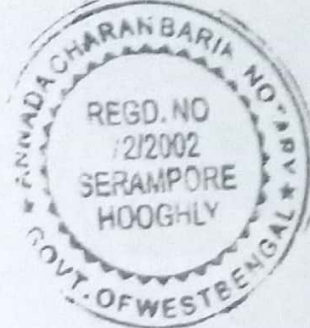
- | | | |
|----|--------------------|--|
| 1. | <u>FOUNDATION</u> | R.C.C. Foundation and Frame Structure from Ground to Top Floor. |
| 2. | <u>BRICKWORK</u> | 8" good quality brick walls in the external face. 5" and 3" walls internally. |
| 3. | <u>FLOOR</u> | Marble flooring with 6" skirting on all sides. |
| 4. | <u>WALLS</u> | Finished with Plaster of Paris. |
| 5. | <u>DOORS</u> | Toilet : PVC. Other : Commercial Flush Door. |
| 6. | <u>WINDOWS</u> | Aluminium Sliding Channel Window fitted with glass and M.S. Grill. |
| 7. | <u>KITCHEN</u> | Kitchen will be provided with Marble flooring and Cooking Platform with Glazed tiles upto 3' height from the platform with sink. |
| 8. | <u>TOILET</u> | Will be provided Marble flooring and Glazed tiles upto 5' height. |
| 9. | <u>ELECTRICITY</u> | Total 18 Points for each flat. |

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ANNEXURE-"A"


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10. WATER SUPPLY Twenty-four hours water supply through 6 Nos. water points.
11. BASIN One white Basin will be provided in the Dining.

Extra payment shall be paid in advance for any extra work other than standard specification mentioned hereinabove.

SCHEDULE 'D' ABOVE REFERRED TO

Total consideration for the said Flat including proportionate share of land and common portion is Rs. 11,37,500/- (Rupees Eleven Lac Thirty Seven Thousand Five Hundred) only, subject to final measurement.

SCHEDULE 'E' ABOVE REFERRED TO

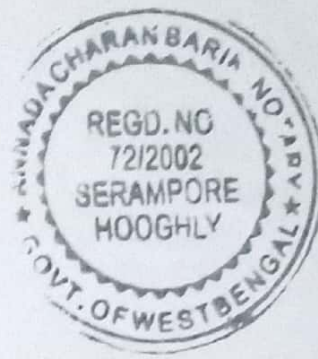
- a. Rs. 1,10,000/- out of the total consideration money has already paid before the execution of this present agreement.
- b. Rs. 55,000/- out of the total consideration money shall be paid within 30.09.2018.
- c. Rs. 9,72,500/- i.e. the balance amount out of the total consideration money shall be paid within 6 (six) months from the date of execution of this present agreement.

The mode of payment mentioned hereinabove is the essence of this Agreement. If the Purchaser fails to comply with the mode of payment as stated above, he shall be served with a notice of demanding the payment of the defaulted amount within 15 (fifteen) days from date of demand, failing which this agreement will be treated as cancelled and/or terminated and the Purchaser shall get refund of the amount deposited by him after deducting 20% of the total payment made by the Purchaser within 1 (one) month from getting new booking of such flat without interest and the Developer shall have every right to sell the respective Flat to any other person/s.

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SCHEDULE 'F' ABOVE REFERRED TO

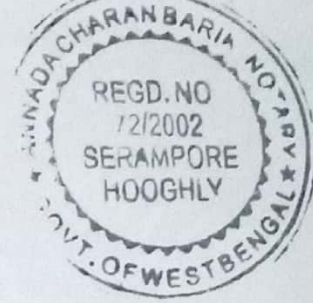
ANNEXURE-"A"

- 1] **Area :**
 - a) Entrance, exists, boundary walls open and/or covers paths and passages.
 - b) Lobbies, Staircase, Landings.
- 2] **Water & Plumbing :** Water Pumps, Water Reservoir, Water Tanks, Water Pipes (save those inside any unit), Deep Tubewell.
- 3] **Electrical Installation :** Wiring & Assemblies for lighting of the common parts and wiring from the electrical sub-station to one point inside or at the main gate of each unit.
- 4] **Drains, etc. :** Drains, sewers and pipes, if necessary.
- 5] **Others :** Other common areas and facilities and/or equipments as are provided in the building for common use and/or enjoyment of the Flat Owners.


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(15)

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

SIGNED, SEALED & DELIVERED

In presence of :-

WITNESSES :

1.

Constituted Attorney of
Sri Pradip Mukherjee
Sri Tapas Mukherjee
Sri Tarun Mukherjee
Sri Nirmal Ghosh
Sri Dipankar Ghosh
Sri Subhankar Ghosh
Sri Tirthankar Ghosh
Smt. Chhanda Ghosh
Smt. Tandra Ghosh
Smt. Bharati Bhattacharyya
Smt. Smriti Banerjee,

Signature of the OWNERS

2.

1. *Suchitra Das,*

2. *Nikhil Das,*

Signature of the DEVELOPER

Alhambra Group Ltd
[Signature]

Signature of the PURCHASER

Drafted by :

Arindam Datta
Arindam Datta
Advocate,
High Court, Calcutta.

Typed by :

T. Chowdhury
Tapan Chowdhury,
Hindmotor, Hooghly.

SOLEMINLY AFFIRMED & DECLARED BEFORE ME
ON IDENTIFICATION OF ADVOCATE

[Signature]

A. C. BARIK

Notary Govt. of West Bengal (India)
Regd No. 72/2002, Serampore Court,
Serampore, Hooghly.

25 JUL 2018

ANNEXURE-"A"