AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this 08th day of February, 2020 BY AND BETWEEN-:

1)SRI GOUTAM GANGULY, (PAN: BNSPG3157J) son of late Benoy Kumar Ganguli, by faith Hindu, by nationality Indian, by occupation Business, residing at S. N. Banerjee Road, Monirampore post & P.S: Barrackpore, Dist.: 24parganas (North), Kolkata-700120, 2) SRI UTTAM GANGULY, (PAN: ALDPG3875D) wife of Benoy Kumar Ganguli, son of late Benoy Kumar Ganguli, by faith Hindu, by nationality Indian, by occupation Business residing at S. N. Banerjee Road, Mistri Ghat, Monirampore post & P.S: Barrackpore, Dist.: 24parganas (North), Kolkata-700120, 3) SMT.ARUNA GANGULY (PAN: DCYPG7421J) wife of late Benoy Kumar Ganguli, by faith Hindu, by nationality Indian, by occupation House wife residing at S. N. Baneriee Road, Monirampore post & P.S: Barrackpore, Dist.: 24parganas (North), Kolkata-700120, 4) SMT. GOPA MUKHERJEE (PAN: AOQPM5255B) daughter of Sri Benoy Kumar Ganguli and W/o Vivekananda Mukherjee, residing at 73 B, Pyari Mohan Roy Road, Flat No. 3, Alipore, Kolkata-700027, and 5) SMT. RUPA BANERJEE (PAN: EUDPB7156M) Daughter of Lt. Benoy kr. Ganguli, w/o Sri Tushar Banerjee residing at 8/15/1 Naskar para Road, Haridevpur, Kolkata-700041 hereinafter jointly referred to as the LAND OWNERS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representative, attorney, assigns) of the ONE PART.

The LAND OWNERS herein are represented by their constituted attorney namely **Arup Singha Roy [PAN No-ALOPS2386L]** son of late Shaktipada Singha Roy, by faith Hindu, by nationality Indian, by occupation Business, residing at 548, S. N Banerjee Road, Mistrighat, Monirampur, P.O & P.S-Barrackpore, Dist-North 24 Parganas, Kolkata-700120 one of the Director of the Eastern Devcon Limited the DEVELOPER herein having its office at 548, S. N Banerjee Road, Mistrighat, Monirampur, P.O & P.S-Barrackpore, Dist-North 24 Parganas, Kolkata-700120, appointed by the LANDOWNERS by a registered deed of Development Power of Attorney registered and executed at the office of the A.D.S.R Barrackpore, North 24 Parganas, copied therein in the Book No-1, Volume No-1505-2019, pages from 181595 to 181638, being the Deed No-150506011 for the year 2019.

AND

M/S EASTERN DEVCON LTD. (PAN: AADCE4093K) a company, registered under The Companies Act, 1956, having its registered office at 548 S.N. Banerjee Road, Mistri Ghat, Monirampore, Post & P.S.: Barrackpore, Dist.:24pargana (North), Kolkata-700120, represented by its one Director SRI ARUP SINGHA ROY(PAN: ALOPS2386L) Son of late Shakti Prasad Singha Roy, by occupation: Business, by faith: Hindu, by nationality: Indian, residing at 548 S.N. Banerjee Road, Mistri Ghat, Monirampore, post & P.S.: Barrackpore, Dist.:24pargana (North), Kolkata-700120, in the state of West Bengal,, hereinafter called and referred to as the DEVELOPER/ PROMOTER (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, legal representatives and assigns) of the OTHER PART.

AND

		[PAN No.]		son	of
		_	•			_			
, residin	g at							herein	after
called the PURCHASER (whi	ch exp	ression	shall unless e	exclud	ded by or re	pugnant t	to th	e contex	t be
deemed to mean and include	his he	irs, exe	ecutors, admini	strato	or, represent	atives an	d as	signs) of	f the
ANOTHER PART.									

WHEREAS-:

(1). That One Benoy Kumar Ganguli by a registered deed of sale dated 22nd November 1972 registered at the office of the Registrar of Assurance, Kolkata copied therein in the Book No.1, Vol. No. 210, pages from 84 to 91 being No.5924 for the year 1972, has purchased from Bissen Chand Boral. ALL THAT piece and parcel of a plot of Bastu land measuring about 03 Cottahs- 07 Chittaks-14 Sft. more or less comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at Mouza -Monirampur, Locality S.N Banerjee Road, J.L No-02, P.S-

Barrackpore, within the local limits of the North Barrackpore municipality ward no – 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120 free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**

- (2). That in consequence to the aforesaid purchase said Benoy Kumar Ganguli has become the absolute owner, possessor and occupier of ALL THAT the aforesaid plot of Bastu land measuring about 03 Cottahs- 07 Chittaks- 14 Sft. comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur**, Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120 free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**
- (3). That while possessing the aforesaid plot of land said Benoy Kumar Ganguli has constructed one storied dwelling house covering a floor area of 2264 Sq.ft over his aforesaid plot of land and has been possessing the same absolutely and free from all encumbrances, charges, liens, lispendecnes, claims and/or demands whatsoever, AND
- (4). That said Binoy Kumar Ganguli has become the owner, possessor and occupier of ALL THAT the aforesaid plot of Bastu land measuring about 03 Cottas- 07 Chittaks- 14 Sq.ft including one storied dwelling house measuring about 2264 Sq.ft comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur**, Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120 absolutely and free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, **AND**
- (5). That while possessing the aforesaid landed property said Benoy Kumar Ganguli has died on 27.07.2019 intestate leaving behind him two sons namely Goutam Ganguly herein the LAND OWNER No-1 and Uttam Ganguly herein the LAND OWNER No-2, one wife namely Aruna Ganguly herein the

LAND OWNER No-3 and two daughters namely Gopa Mukherjee herein the LAND OWNER No-4 and Rupa Banerjee herein the LAND OWNER No-5 as his only surviving legal heirs and successors who have inherited the aforesaid landed property of deceased Benoy Kumar Ganguli as per the Hindu law of Succession and Inheritance, **AND**

- (6). That in the aforesaid manner and procedure, said Goutam Ganguly, Uttam Ganguly, Aruna Ganguly, Gopa Mukherjee and Rupa Banerjee herein the LAND OWNERS have jointly in equal share owned, seized and possessed of ALL THAT the aforesaid plot of Bastu land measuring about 03 Cottas- 07 Chittaks- 14 Sq.ft including one storied dwelling house measuring about 2264 Sq.ft comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at Mouza -Monirampur, Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120 absolutely and free from all encumbrances, charges, liens, lispendences, claims and/or demands whatsoever, AND
- (7). That with a view to develop their aforesaid landed property, the LAND OWNERS have jointly entered into a agreement dated 22nd November, 2019 with Eastern Devcon Limited herein the DEVELOPER to develop their aforesaid landed property by constructing a multi storied building under the terms and conditions morefully written and described therein in the said Agreement. The said Agreement is registered at the office of the A.D.S.R Barrackpore, North 24 Parganas copied therein in the Book No-1, Volume No-1505-2019, pages from 165823 to 165882, being the Deed No-150505511 for the year 2019. That subsequently the LAND OWNERS herein also jointly executed a registered deed of Development Power of Attorney unto and in favour Sri Arup Singha Roy one of the Director of the DEVELOPER herein. The Development Power of Attorney is registered at the office of the A.D.S.R Barrackpore, North 24 Parganas and copied therein in the Book No-1, Volume No-1505-2019, pages from 181595 to 18638 being the Deed No-150506011 for the year 2019, AND

- (8). In terms and conditions of the Development Agreement and Development Power attorney, the Developer herein has taken all initiatives to start construction of a multi-storied building over the said plot of land, AND
- (9). Said LAND OWNERS and the DEVELOPER herein by the strength of the Development Agreement are entitled to get the ownership of their allocated shares of said building premises to be constructed over the land described in the **First Schedule** and the Flat and appurtenances appearing hereunder is the part of allocation of the Developer, **AND**
- (10). That as per the terms of Development Agreement and Power of Attorney, the Developer herein is the absolute owner having a very good marketable title in respect of the Flat and its appurtenances appearing hereunder being its part of allocated share and each and every right to sale out the same to the respective purchaser herein against consideration, AND
- (11). That it is agreed by and between the parties that the term "Super Built Up Area" shall mean and include the covered area of the Flat plus proportionate area of stair, stair case, lift, and lift lobby plus 25% of (covered area of the Flat plus proportionate area of stair, stair case, lift and lift lobby). Illustration -: Covered Area of the Flat =X, Proportionate area of stair, stair case, lift, and lift lobby=Y, so Super Built Up Area = X+Y plus 25% of (X+Y).

comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur**, Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no – 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120 together with all common & undivided right, enjoyment of all common spaces, amenities, and facilities and easement rights for egress and ingress in the said building & Land more fully written and described in the **THIRD SCHEDULE** and hereinafter referred to as the **"Said Property"**, **AND**

Sanction Building Plan and Construction of the Building namely "Eastern Encalves"-: With a view to develop its aforesaid plot of land by constructing a multi storied building, the said Developer obtained a building sanctioned plan in its name from the concern department of the North Barrackpore Municipality vide Plan NO - SL.NO-383 of 2019-2020 dated 10.02.2020 and on the basis of the said building plan the said Developer has started to make construction towards completion of one multi storied building marked and classified as "EASTERN ENCALVES"

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO ON THE FOLLOWING TERMS AND CONDITIONS: -

1. The Developer has agreed to sell and the Purchaser has agreed to purchase "Said Property" being
a Tiles floor residential Flat being No, on the FLOOR measuring about
called as "Eastern Enclave" lying and situate on the plot of land admeasuring an area of 03 Cottas-
07 Chittaks- 14 Sq.ft comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the
R.S Khatian No-858 at Mouza -Monirampur , Locality S.N Banerjee Road, J.L No-02, P.S-
Barrackpore, within the local limits of the North Barrackpore municipality ward no - 23, Holding No.
224, Dist- North 24 Parganas, Kolkata-700120 together with all common & undivided right, enjoyment
of all common spaces, amenities, and facilities and easement rights for egress and ingress in the said
building & Land at or for the price of Rs
Rs] only per sq.ft super built up area
and the Purchaser has paid a sum of Rs
as and by way of earnest money and the balance will be paid within a period of 24 (Twenty Four)
consecutive months from the date of execution of this agreement by the Purchaser to the Developer
and the Developer on receipt of the aforesaid balance consideration shall execute and register a deed
of sale of the "Said Property" to the Purchaser or their nominee. The Purchaser will be bound to pay
the GST if applicable to the authority in respect of his "Said Property".

- **2. Simultaneously** with the execution of this agreement the Developer shall deliver to the Purchaser or his advocate against proper receipt photo copies all title deeds and other papers relating to the said premises and shall further agree to answer all requisition of title to be made by the Purchaser's Advocate.
- **3. The construction** of the "Said Property" of building shall be completed by the Developer within the aforesaid stipulated period **of 24 (Twenty Four) consecutive months** from the date hereof

depending on available materials and the Developer will deliver possession to the Purchasers by the said stipulated date.

- **4. The Purchaser** shall cause a proper search of the said land after the execution of this instrument and if a good marketable title has been to be made out and the said land is found to be free from all encumbrances and attachments and other claims and is not affected by any notice or scheme or acquisitions or requisitions, the Developer on fully payment of the purchase money shall register the Deed of Conveyance in respect of the "Said Property" in favour of the Purchaser or his nominee or nominees as may be specified, in which case the Developer shall cause joinder or such other person/s specified as nominees, if necessary, to pass and convey absolute title of the said land unto the Purchaser.
- 5. The question of any defect or deficiency of title of the Developer over the "Said Property" does not arise, but nevertheless in the event of any defect or deficiency in title, if at all, being found, the Developer herein shall forthwith take all necessary steps to cure and/or rectify such defect at its own cost.
- **6. The Developer** is hereby legally bound to transfer the undivided proportionate share/interest in the said land and building along with all common facilities and amenities of the building completely and absolutely to the Purchaser on fulfillment of all obligation and the failure on the part of the Developer to fulfill its part of the obligations to the Purchaser will be at liberty to cancel this agreement and in this case the Developer shall refund the paid consideration together with 10% interest thereon to the Purchaser within a period of 15 [Fifteen] days from the date of such cancellation.
- **7. In the event** of the title being found good and marketable if the Purchaser fails to fulfill his obligations under this agreement, the Developer shall have liberty to cancel this agreement and refund the amount after deducting 10% over total amount paid by the Purchasers to the Purchasers within 15 [Fifteen] days from the date of cancellation of this agreement without interest.

- **8.** The costs for registration, searching and legal expenses stamp duties shall be borne by the Purchaser herein.
- **9. The Purchaser** shall pay the proportionate maintenance charge for the "Said Property" to the Flat Owners Association on and from the date of delivery of possession of the Said Property.
- **10.** That the Developer shall bring the completion certificate of the aforesaid building including the "Said Property" from the competent authority of the North Barrackpore Municipal or from any other statutory body formed by the state government at its own cost and expenditure and deliver a copy of the same to the Purchasers free of cost.
- **11. The Developer** declared that it has constructed and shall construct the Said Property as per the terms and conditions of the aforesaid Development Agreement contracted between the Developer and the Land Owners herein.

The said Development Agreement and any other subsequent agreement either in oral or in writing between the Developer and the Land Owners herein shall be treated to be the part of this deed of agreement for sale.

- **12.** That the **Developer** shall provide common facilities and amenities as described in the Fourth Schedule hereunder written.
- 13. The Purchaser has to pay proportionate charges of transformer cost and individual electric meter to the Developer as and when demanded by the Developer. The rate and/or charges of proportionate cost of transformer and individual meter shall fixed by the Developer and the same shall be exclusive of the Consideration of the Said Property and shall not in any case be treated to be the part of the Consideration of the Said Property.

14. That it is hereby declared by the parties to this agreement that all previous agreement for sale

and/or booking regarding the Flat and/or any other space in between the parties are hereby cancelled

and terminated and the payment as made thereto by the Purchaser to the Developer shall be treated

to be the payment made towards the payment of consideration of this present.

15. That notwithstanding with the terms and conditions mentioned in this agreement for sale if any

disputes and differences arises in between the parties regarding the performance of the terms and

conditions of this agreement for sale then same shall be referred to the two arbitrators one of whom

will be appointed by the Developer and another will be appointed by the Purchaser and the said two

arbitrators shall adjudicate the matters in dispute as per the provisions of the Arbitration and

Conciliation Act, 1996 as amended up to date including the power to grant injunction and the decision

of the said Arbitrators shall be final and binding upon the parties.

16. All draft for registration of deed of conveyance will be made by the Developer's Advocate Sk.

Mehbubar Rahman and the Purchaser shall bear the cost of stamp duty, registration fee and incidental

charges and Advocate's fee.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT a Multi Storied building for residential purpose called as "Eastern Enclave" constructed

on the plot of land admeasuring an area of 03 Cottahs- 07 Chittaks- 14 Sft. comprised in the R.S/L.R

Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza -Monirampur**,

Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North

Barrackpore municipality ward no - 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120

together with all common & undivided right, enjoyment of all common spaces, amenities, and facilities

and easement rights for egress and ingress in the said building & Land which is butted and bounded -:

By the North-: S.N Banerjee Road,

By the South-:. House of Dr. Basu,

By the East -: 08'ft wide Municipal Road, By the West-: 12'ft Wide Municipal Road.

SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT a plot of Bastu land measuring about 03 Cottahs- 07 Chittaks- 14 Sft. comprised in the R.S/L.R Dag No-546, L.R Khatian No-909 corresponding to the R.S Khatian No-858 at **Mouza - Monirampur**, Locality S.N Banerjee Road, J.L No-02, P.S-Barrackpore, within the local limits of the North Barrackpore municipality ward no – 23, Holding No. 224, Dist- North 24 Parganas, Kolkata-700120 which is butted and bounded -:

By the North-: S.N Banerjee Road,

By the South-:. House of Dr. Basu,

By the East -: 08'ft wide Municipal Road,

By the West-: 12'ft Wide Municipal Road.

THE THIRD SCHEDULE ABOVE REFERRED TO

(Subject matter of sale)

FOURT SCHEDULE OF COMMON FACILITES & AMENITIES

1. Areas-

- [a]- Ultimate/Top Roof above the top floor of the building.
- [b]- Open and/or covered paths and passages of the building.
- [c]- Lobbies and stair cases of the building.
- [d]- Stair head room, Lift machine room and lift well of the Building.
- [e]- All walls [save inside wall of any Unit] and main gates of the building.

2. Water and Plumbing-:

- [a]- Water reservoirs of the building.
- [b]- Water Tanks of the building.
- [c]- Water pipes [save those inside any Unit].
- [d]- Installations for cease fire if any, of the building.
- [e]- Deep Tube Well.

3. Electrical Installation -:

- [a]- Wiring for lighting of building common portions.
- **[b]-** Electrical installation relating to meter for receiving electricity from electric supply agency.
- [c]- Pump and motor of the building.
- [d]- Lift and Lift machinery of the Building.

4. Drains-:

[a]- Drains, sewers and pipes of the building.

[b]- Septic Tank.

5. Others-:

Other areas and installations and / or equipment as are provided in the building as extra costs for common use and enjoyments such as Computer Connection, Tele Vision, Internet Connection, Cable T.V Connection.

- [a]. One A/C Point in One bed Room .
- [c]. One Guesser point in a Toilet.
- [d]. One attach toilet in a bed room.
 - 1. STRUCTURE-: Building designed with R.C.C. Frame structure which rest on individual column.
 - 2. EXTERNAL WALL -: 8" thick brick wall and plaster with cement mortar.
 - 3. INTERNAL WALL -: 5" or 3" thick brick wall and plaster with cement mortar.
 - 4. FLOORING -: Flooring is Standard quality Tiles with 4" skirting.
 - 5. BATH ROOM -: Each Bath Rooms Fitted up to 6' height with color tiles of standard brand and Marble in floor.
 - 6. KITCHEN -: Cooking platform will be of black stone and stainless steel sink, 3'-0" with glazed standard tiles above the platform to protect the oil spot.
 - 7. TOILET -: Two western type white commode will be fixed on both toilet The toilet will be finished with standard P.V.C Cistern, One Shower and one Mixture in common toilet and one bibcock in attach toilet of reputed brand.
 - 8. DINING -: One white wash basin is fixed in dining space of flat.

- 9. DOORS-: All doors frame will be of M.S wood and all doors of flash door . Standard Lock and peep hole on main entrance door, anodized aluminum tower blot in all doors
- 10. WINDOWS-: Aluminum Channel window with glass fitting. Grill (Square Bar) will be provided in the windows.
- 11. WATER SUPPLY -: Water supply around the clock is assured for which necessary deep tube well will be installed.
- 12. PLUMBING-: Concealed.
- 13. VERANDAH GRILL -: Verandah Grill (3') will be provided.
- 14. LIFT -: Four persons lift capacity lift will be provided.

ELECTRICAL WORKS-:

- 1. Full concealed wiring with copper wire with Anchor or equivalent brand and switches will be Anchor or equivalent brand.
- 2. Each Bed Room -: Three Light points, one 5 amp. Plug point, one fan point
- 3. Living/Dining Room-: Two Light points, one Fan points, two 15 amp. Plug points, two 5 amp plug point, T.V Point.
- 4. Kitchen-: One light point one exhaust Fan point /chimney point and one 15 amp plug point.
- 5. EachToilet -: one light point, one exhaust fan point .
- 6. Verandha-: One light point, one fan point and one 5 amp plug point.
- 7. Main Door-: One light point at main door.
- 8. Calling Bail-: Calling bell point at main door of the flat

PAINTING-:

- A). Inside wall of the Flat will be finished with Putty and external wall finished with weather coat.
- B). All doors frame painted with two coats of primer.

EXTRA WORK-: Any work other that specified above including separate meter would be regarded as extra work for which separate payment is required to be paid.

[Said Deposits]

- 1]- Deposit towards to maintenance charges-
- 2]- Security Deposit towards electric meter-
- 3]. Cost of Electrical transformer = Rs...... only per sq.ft which shall be paid by the Buyer to the Developer at the time of the entering in to this agreement.

FIFTH SCHEDULE OF SPECIFICATION FOR CONSTRUCTION

Apart from the specification for construction written on the aforesaid Development Agreements in between the Developer and the Land Owners, the Developer herein shall agree to provide the following specification at its own cost and expenditure in to the said Flat:-

SIXTH SCHEDULE OF PAYMENT

2]. Rest/Balance consideration shall by payable in the following installments

Total Consideration is Rs	/-[Rupees] only calculated
at the rate of Rs	./-[Rupees	.] Sq.ft .
1]. On or before the day of exe	cution of this agreement Rs	/-only.

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1st Installment-: On completion of Ground Floor Roof Casting 20%.

2nd Installment -: On completion of First Floor Roof Casting 20%.

3rd Installment -: On completion of Second Floor Roof Casting 20%.

4th Installment -: On completion of Third Floor Roof Casting 20%.

5th Installment -: On completion of Fourth Floor Roof Casting 15%.

5th Installment -: On the day of delivery of possession and registration of the Flat 5%.

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

SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

Being the constituted attorney of the LAND OWNERS.

SIGNATURE OF THE LAND OWNERS

SIGN	ΔΤΙ	IRE	ΛF	THE	DE/	/FI (JDER
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SINGATURE OF THE PURCHASER.

MEMO OF CONSIDERATION

The	DEVELOPER	herein	has	received	а	sum	of	Rs/-[Rupees
]	only	from the P	URC	HASER	as	and by way of advance as per the
follow	ring memo and si	gned this m	nemo	of consider	ation	on the	day,	month and year as above written in
presence of the following witnesses.								
Draf	t/Cash with date		Ва	nk				Amount

WITNESSES:

SIGNATURE OF THE DEVELOPER.