



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

34AB 287092

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this *Seventeenth* day of October, 2019

BETWEEN

SRI SNEHASISH GHOSH, son of Late Rampada Ghosh, by fait Hindu, by occupation- Business, residing at 2B, Jamini Kabiraj Row, Kolkata- 700 004, hereinafter called and referred to as **OWNER/VENDOR/FIRST PARTY** (Which term or expression unless otherwise excluded by or repugnant to the subject or context shall be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

PA

AND

(1)SRI ATANU DAS (PAN- AGLPD0303L) son of Late Kartick Chandra Das, by faith Hindu, by occupation Service, by nationality Indian, residing at 12/A, Jamini Kabiraj Row, P.O. Shyambazar P.S. Ultadanga, Kolkata-700004**(2) CHANDRANI DAS (PAN-BEMPD2014J)** wife of Sri Atanu Das, by faith Hindu, by occupation self employed, by nationality Indian, residing at 12/A, Jamini Kabiraj Row, P.O. Shyambazar P.S. Ultadanga, Kolkata-700004 hereinafter called and referred to as **PURCHASERS** (which term or expression shall unless excluded by or repugnant to the context be always deemed to mean and include their heirs, executors, legal representatives, successors, administrators, nominees and assigns) of the **SECOND PART**.

AND

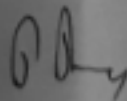
AN NIRMAN PRIVATE LIMITED, a company within the meaning of Companies Act, 1956 having its registered office at 3/3, Kali Banerjee Lane, Kolkata- 700 006, Branch Office at 279B, Rabindra Sarani, Kolkata- 700 007 and being represented by one of its director **MR. PURUSHOTTAM PANDEY**, sons of Late Shiw Nath Pandey, residing at 3/3, Kali Banerjee Lane, Kolkata- 700 006, hereinafter called and referred to as **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, successors, administrators, legal representatives, successors-in-office and assigns) of the **THIRD PART**.

P. Pandey

WHEREAS one Hari Sadhan (Pobali) Ghosh was absolute owner and in possession of ALL THAT land more or less 4 cottas together with one two storied building at premises no. 2B, Jamini Kabiraj Row, P.S. Ultadanga, Kolkata- 700 004 within Kolkata Municipal Corporation, Ward No. 12 and during his life time he executed one Family Settlement Deed or Deed of Settlement executed on 01.05.1964 and the said deed was registered in the office of Sub- Registrar Sealdah and the same was recorded in Book No. 1, Volume No. 24, in pages 13 to 15, being no. 839 for the year 1964 wherein he appointed himself and his only son Rampada (Pobali) Ghosh as joint trustee in respect of the said property and after demise of said Hari Sadhan (Pobali) Ghosh as trustee, his only son Rampada has become sole owner in respect of the said property and said Hari Sadhan made no provision for his two married daughters in the said property in this Deed of Settlement.

AND WHEREAS said Rampada Ghosh died intestate on 18.05.2000 leaving his wife, Bharati Ghosh and son, Snehasish Ghosh and thereafter said Bharati Ghosh also died and Snehasish Ghosh has become the sole owner of the said property.

AND WHEREAS the owner herein while seized and possessed of and/or otherwise well and sufficiently entitled to the said premises decided to residentially exploit the said premises and entered into a Registered Development Agreement dated 10th October, 2013 Being No. 9827 for the year 2013 (hereinafter collectively referred to as '**the Said Development Agreement**') with M/s. A. N. Nirman Pvt. Ltd. the Developer herein for construction of a multi-storied building



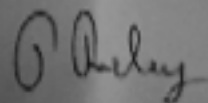
complex consisting of 5th storied building and consisting of several independent flats/apartments, car parking spaces and other spaces at the said premises as per the sanctioned building plan of the concerned local authority;

AND WHEREAS the said Development Agreement, inter alia, provided that the Developer herein shall be entitled to sell and transfer the flats/apartments and other saleable spaces forming part of the developer's allocation and the Vendor herein shall be entitled to own and enjoy and sell the flats/apartments and other spaces forming part of the owner allocation as detailed in the said Development Agreements.

AND WHEREAS The Vendor herein granted a Power of Attorney in favour of the Developer herein for doing various acts and things in contemplation of the said Development Agreements;

AND WHEREAS in terms of the said Development Agreements, the Developer herein caused a building plan sanctioned bearing No. 2017020026 dated 19.01.2018 from the Kolkata Municipal Corporation for construction of a complex comprised of multi-storied buildings at the said premises.

AND WHEREAS the said Development Agreements entitled the Developer herein to sell and transfer the flats/apartments, car parking space and other spaces in the new building complex constructed on the land of the said premises together with undivided share of land and the common right in the common areas and



facilities of the said building/premises forming part of the developer's allocation as detailed in the said Development Agreements to the various intending Purchasers.

AND WHEREAS the Purchasers herein approached to the Developer herein with a proposal to purchase ALL THAT Flat being flat No. 4A, measuring a super built up area of about 695 sq. ft. more or less containing Two bed rooms, two bathrooms, one kitchen cum dining, one balcony on the 4th floor of the (forming part of the developer's allocation) built and constructed on the said premises accepted the proposal of the Purchasers and the Vendor and the Developer agreed to sell to the Purchaser herein the aforesaid flat together with proportionate and impartible share in the land underneath the said building whereon the said unit is situated forming part of the said premises along with common rights in the common areas and facilities of the said building/premises (hereinafter referred to as '**the Said Unit**') for the consideration and on the terms and conditions hereinafter appearing;

AND WHEREAS the vendor/Developer herein have agreed to sell the fourth floor flat being No. 4A in the **Building** fully described in the **Schedule B** hereunder written together with undivided proportionate share of land comprised in the said Property fully described in the **Schedule A** hereunder written attributable to the Fourth floor Flat together with undivided proportionate share or interest in the common areas and facilities provided thereto fully described in the **Schedule C** hereunder written which the Owner AND Second Party

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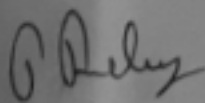
has agreed to confirm and the Purchasers herein has agreed to purchase the same free from all encumbrances, attachments, charges, liens, lispense and all other liabilities henceforth whatsoever at or for the total consideration of Rs. 35,44,500/- (Rupees Thirty five lakhs forty four thousand five hundred) only excluding GST which is payable at the time of final registration.

NOW THIS AGREEMENT WITHNESS and it is hereby agreed by and between the parties as follows:-

1. That the Developer has agreed to sell and transfer ALL THAT fourth floor Flat being No. 4A, having an area about 695 Sq.ft., (super built up) area, be a little more or less more fully mentioned the second schedule below, for and agreed consolidated consideration of Rs. 35,44,500/- (Rupees Thirty five lakhs forty four thousand five hundred) only.
2. That the Purchasers herein prior to execute this agreement for sale, has taken inspection of the relevant original Documents in respect of the said building and agreed with the Vendor herein, that the Developer herein can make change and/or modification, if any , of the building, as it may deem fit and necessary from time to time.
3. That the mode of the payment of the entire consideration value as follows:-

Rs. 3,00,000/- [Rupees Three Lakhs] only + GST at the time of this agreement.

Rs. 16,44,500/- (Rupees Sixteen Lakhs forty four thousand five hundred) +GST at the time 4th floor roof casting



Rs. 10,00,000/-/- (Rupees Ten Lakhs) +GST at the time of completion of 4th floor brick work.

And the rest/full and final amount of **Rs. 6,00,000/- (Rupees Six Lakhs) + GST** only at the time of registration of the said at the time of possession of the same, which one is earlier within **April, 2021**

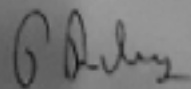
4. That the Purchasers shall not obstruct in any manner whatsoever the construction of the building or any part thereof

5. That the Purchasers shall be liable to pay all amount, cost to perform her entire covenant hereunder

6. That the Purchasers and the Owner's is no case entitled to terminate this agreement for Sale of the said FLAT/portion or terminate the contract placed hereunder except the default of payment as mentioned in the para 3 written above.

7. That the Developer covenant that the Schedule below property is free from all encumbrances, charges, lien etc.

8. That if the purchase fails and/or neglects to pay the rest amount to the Developer herein within the Specified period, i.e. within **April, 2021**, the Purchaser, herein will be liable to pay 10% of the advance amount as compensation to the Developer, and in that case the Developer can sell the said flat and car parking space to any other party according to their choice and after selling the aforesaid flat to third party, the Developer shall refund the advance amount after



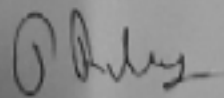
deduction of compensation amount from the sale proceed of the said flat.

9. That the purchasers' covenants with the Developer that the subsequent documents, certificate in respect of the said building will be submitted by the owner/Developer and after receiving the said documents, the Developers shall hand over the same to the purchaser, herein.

10. That if the Developers fail or neglect to make registration of the said flat in favour of the Purchaser, within April, 2021, purchaser will get 12% interest and advance deposited money otherwise the Purchaser shall have right to make registration through the court of Law

11 That Debraj Giri, Advocate shall be entitled to take necessary steps and prepare the Sale Deed in respect of the said portion/unit at the cost of the Purchaser, herein.

12 All disputes and differences arising out of the agreement or in respect of this agreement shall be referred to the arbitration appointed by the Developers and Purchasers, herein whose decision shall be binding and final on both the parties. The Arbitrator appointed by both parties shall have the summary power and may keep record and/or any arbitrator proceedings shall be governed by the provision of the prevailing Act



THE SCHEDULE A ABOVE REFERRED TO

ALL THAT brick built messuages, tenement or dwelling house together with the piece or parcel land thereunto belonging and on part whereof the same is erected and built containing by estimation an area of 4 Cottahs be the same a little more or less situated lying at and being Municipal Premises No. 2B, Jamini Kabiraj Row, Police Station Ultadanga, Sub-Registry Sealdah, within under Kolkata Municipal Corporation is butted and bounded in the manner following:

ON THE NORTH- 15 feet wide Jamini Kabiraj Row

ON THE SOUTH- 2A/3, Jamini Kabiraj Row

ON THE EAST - 15 feet wide Jamini Kabiraj Row

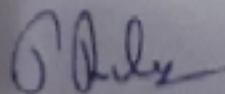
ON THE WEST - 3/C, Jamini Kabiraj Row.

THE SCHEDULE B ABOVE REFERRED TO

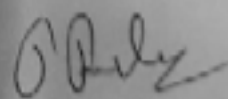
ALL THAT Fourth floor residential flat being number 4A measuring about 695 sq.ft. super built up area more or less containing Two bed rooms, one kitchen cum dining, two bathrooms one balcony of the Building situated lying at and being Municipal Premises No. 2B, Jamini Kabiraj Row, Police Station Ultadanga, Sub-Registry Sealdah, within under Kolkata Municipal Corporation is delineated within red borders in the Map or Plan hereto annexed.

THE SCHEDULE C ABOVE REFERRED TO

(Common areas)



1. Open and/or covered paths and passages, driveways, open areas of the all floors.
2. Lift, Lift well, Lift machine & Lift machine room, ultimate roof.
3. The foundation, columns, girders, beams, supports, wall corridor, lobbies, entrance and exit of the building.
4. The main entrance and exit plywood gate from ingress and egress to the Building
5. The common passage and lobby on all floors.
6. The stair case and landing on all floors and lobbies.
7. All common services and open common spaces and undivided proportionate share of land and right, liberties, easement and privileges and appendages and appurtenances to be enjoyed by the Co-Owners.
8. Water pump, water including water distribution system.
9. Under ground and overhead water tanks and septic tank
10. Electric meter room/space, pump room.
11. Common Electrical installation, Electricity service and electricity main line wiring and accessories for lighting of the common parts and electric meter space and wiring from the electrical substation to one point inside or at the main gate of each unit.

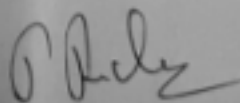


12. Common water Line, Drainage and sewerage pipes, fittings and septic tank.
13. Boundary walls and gates.
14. Such other common parts, equipment, installing fixtures and fittings and open spaces in or about the said building.

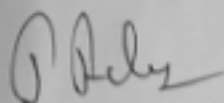
SCHEDULE D ABOVE REFERRED TO

TECHNICAL SPECIFICATION OF THE BUILDING

- | | |
|--------------------|--|
| 1 Foundation | : As per Kolkata Municipal Corporation Structural Sanction Plan (Rod, Cement all pipeline). |
| 2. Plinth | : As per KMC Sanction Plan. |
| 3 Super Structures | : As per KMC Structural. Sanction Plan. |
| 4 Walls | : As par KMC structural Sanction Plan. |
| 5 Flooring . | : Vitrified tiles. |
| 6 Plaster | :The out-sides of the building cement plaster 3/4th (average) where at the inside and the ceiling plaster will be 1/2" thick (Average) in. 1:4 with plaster of Paris/putty finishing inside and outside plaster shall be of cement and sand. |



- 7 Outside painting : Cement based paint/weather coat.
8. Doors
- a) Century ply door and Flush doors 32mm thickness at other places .
 - b) Electric bell point.
 - c) Night latch for main door.
- 9 Window and Balcony : Full Iron Grill Cover with Aluminium sliding.
- 10 Toilet/ Bathroom
- a) Bathroom fitted upto 6'-6" height with glazed tiles of standard brand.
 - b) One shower
 - c) Two tape
 - d) One geyser point water connection.
- 11 W. C
- a) One European/Indian type white with white P.V.C, cistern.
 - b) One tap
12. Kitchen
- : This kitchen will have a cooking platform with black stoned & sink with water connection two points with bibcock will be provided the kitchen, glazed tiles will be in front of cooking base. (6'0" - 2'6").



13. Stair case and floor

- a) Stair case room will be /provided with R.C.C. Jal, for light and ventilation.
- b) 4" thick (average) lime tracing will be provided roof slab or tiles.
- c) 3 feet height parapet wall will be provided all ground the roof.
- d) white marble flooring in stair all ground to roof.

14 Electrical

: Concealed wiring with good companies copper wires wiring for installation.

- a) Each bedroom 2 light points, one fan Point, 1 plug points (5 Amp.)
- b) Living/Dining: 2 light points, fan points, 2 plug point (5 Amp.)
- c) Kitchen : 1 light, 1 e-exhaust fan point, 1 plug point (5 Amp.)
- d) M.C. : 1 light point (5 amp)
- e) Toilet : 1 light point, 1exhaust point.

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f) T.V. : 1 T.V. point Will be provided an each flat/apartment.

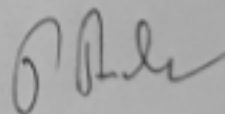
g) A.C. Point in the master bedroom. Extra AC point may be installed upon payment of cost.

h) Required points for pumps, stair, common passage and roof.

16 Water Supply

: One R.C.C. overhead reservoir provider on the top of the last roof as per design. The suitable electric pump with motor will be installed at ground floor to deliver water to overhead reservoir from R.S.M. supply. All the above technical specification is subject or being approved by KMC Authority and the areas may be altered depending upon the size of the flat concerned and on mutual agreement between the Developer/Purchaser.

Anything extra is demanded by the owner apart from the technical specification given in Third Schedule that shall be made or done by the cost of the purchaser.



IN WITNESS WHEREOF the **PARTIES** hereto have put their respective signatures of the day, month and year first above written.

SIGNED AND DELIVERED by
the **OWNER/VENDOR** above
named in the presence of:

1. Ashok K. Pandey
(ASHOK KUMAR PANDEY)
3/3 KALI BANERJEE LANE
KOL - 700006

2. Bondana Seth
SIGNED AND DELIVERED by
the **PURCHASERS** above named
in the presence of:

- 1.
2. Bondana Seth
16 NO Ultradanga Road Kolkata - 4

SIGNED AND DELIVERED by
the **DEVELOPERS** above named
in the presence of:

1. Ashok K. Pandey

2. Bondana Seth
Drafted by me

Debraj Giri
Advocate
High Court, Calcutta

Purushottam Pandey
Signature.....

Power of Attorney constituted attorney &
AN NIRMAN PVT. LTD. ^{Sankar Kishore}
3/3, Kali Banerjee Lane ^{Sankar Kishore}
Kolkata - 700 006

Affame Das.

Charbresi Das

For AN NIRMAN PVT. LTD.
Purushottam Pandey
DIRECTOR

P. Pandey

MEMO OF CONSIDERATION

Received of Rs. 3,00,000/- (Rupees Three Lakhs) only as earnest money from above mentioned purchasers as per memo below;

By cheque on
004577 of IDBI Bank,
962353 of SBI,
437302 of SBI
004578 of IDBI Bank.

Rs. 50,000/- *OK*

Total Rs. 3,00,000/- *PK*

Purushottam Pandey
FOR VI. LTD.

WITNESSES:-

1.

SIGNATURE OF THE DEVELOPERS

2.