



WEST BENGAL

30AB 857064

Attest Md. Hanif

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT FOR SALE is made on this day
of, Two Thousand Nineteen (2019) BETWEEN
UNIQUE CONSTRUCTION, a Proprietorship firm, solely run by its
Proprietor- MD. SHAHID (PAN- BBNPS9816D) son of Md. Hanif, by
faith- Mohammedan, by Nationality- Indian, by occupation- Business of
1, Michel Dutta Street, P.S. Wattgunj, District- Kolkata- 700023,
hereinafter referred to as the PROMOTER/DEVELOPER/CONFIRMING

UNIQUE CONSTRUCTION

Md. Shahid

Proprietor

PARTY (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the FIRST PART.

A N D

SRI PRABAL DAS (PAN - ACXPD7459H), son of Late Kashinath Das, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 171/28, Sarat Chatterjee Road, P.O. Shibpur, P.S. Shibpur, District- Howrah, Pin- 711102, hereinafter called the OWNER / VENDOR (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and assigns) of the SECOND PART, represented by his Attorney- UNIQUE CONSTRUCTION, a Proprietorship firm, solely run by its Proprietor- MD. SHAHID, son of Md. Hanif, by faith- Mohammadan, by Nationality- Indian, by occupation- Business of 1, Michel Dutta Street, P.S. Wattganj, District- Kolkata- 700023, the Promoter.

Atul Khatun

A N D

ATUL KHAUN (PAN- [redacted]), (Aadhaar No. [redacted] 30 [redacted]), son of [redacted], by occupation- [redacted] ss, by faith- [redacted], by Nationality- [redacted], presently residing at [redacted] [redacted] [redacted] [redacted], hereinafter referred to as the PURCHASER (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include

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Md. Shahid*

his heirs, executors, successors, successors-in-interest, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS ALL THAT piece and parcel of Mokarari Mourashi Bastu land measuring about 06 Cottahs 09 Chittaks 30 Sq.ft. be the same a little more or less, with R.T. Shed structures standing thereon under Howrah Municipal Corporation holding No. 74/2, Bangal Para 2nd Bye Lane, P.S. Shibpur (presently A.J.C. Bose B. Garden), P.O. Santragachi, District-Howrah, Pin- 711104 under H.M.C. Ward No. 41, Borough No. V, was originally belonged to Smt. Minati Rani Das @ Minati Das, wife of Late Basudeb Das of 74, Bangal Para 2nd Bye Lane, P.S. Shibpur, District-Howrah.

AND WHEREAS by a Deed of Sale being No. I-04083 of 2013 dated 15.05.2013 said Smt. Minati Rani Das @ Minati Das sold it to the present Owner Sri Prabal Das for a valuable consideration and gave physical possession to the present Owner and said Deed of Sale is duly executed and registered before Additional District Sub-Registrar, Howrah and registered in Book No. I, CD Volume No. 8, Page from 9492 to 9505, Being No. 04083 for the year 2013 and after purchasing the same the present Owner mutated his name before the appropriate authorities by paying rent and taxes and the present holding no. is 74/2, Bangal Para 2nd Bye Lane, P.S. A.J.C. Bose B. Garden, District- Howrah:

AND WHEREAS for development the present owner of the First Schedule noted property prepared a Building Plan which is duly sanctioned by the Howrah Municipal Corporation for construction of building vide Sanctioned No. B.R. No.151/B-V/14-15, Ward No. 41 dated 11.04.2016 and valid till 18.03.2021 but due to paucity of fund the present owner is

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not in a position to start the construction of the building according to the Sanctioned Building Plan.

AND WHEREAS for construction of the multi-storied building on the First Schedule noted property the present owner was in search of a good, experienced and financial capable Developer who could do the needful construction on the said First Schedule noted property.

AND WHEREAS the party of the First Part approached the Owner to enter into an Agreement for Developing the said premises on formulated scheme to do so and for that after having several discussions entered into an Agreement for Development dated 8th day of November, 2017 which is duly executed and registered before the District Sub-Registrar, Howrah and registered in Book No. I, Volume No. 0501-2017, Page from 277946 to 277977, Being No. 050110092 for the year 2017.

AND WHEREAS for smooth running of the work and allied incidents the above stated owner/vendor executed one Registered Development Power of Attorney after Registered Development Agreement which is duly executed and registered before the District Sub-Registrar, Howrah on 8th day of November, 2017, and registered in Book No. I, Volume No. 0501-2017, Page from 278213 to 278228, Being No. 050110104 for the year 2017.

AND WHEREAS after receiving duly sanctioned Plan from the appropriate authority the Vendor through his Developer started construction work out of their own fund on the First Schedule noted property and several buildings construction work is about to be completed and the owner/developer are in search of intending

Atul Khatiwala

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137, R.S. Dag Nos. 63 and 65 within Mouza- Shibpur, J.L. No. 1, Sheet No. 82, P.O. Santragachi, P.S. A.J.C. Bose B. Garden, District- Howrah, within Howrah Municipal Corporation Ward No. 41, Pin- 711104, along with all easement rights which is within the jurisdiction of District Sub-Registrar and Additional District Sub-Registrar, Howrah, butted and bounded in the manner as follows:-

- On the North : 16'-6" wide common passage;
- On the South : Land and building of Uttam Mondal;
- On the East : Land and building of Ramprasad Mondal, Padma Rani Das and Part of holding No.74, Bangal Para 2nd Bye Lane;
- On the West : Land and building of Bhuban Babu and Kuti Babu.

THE SECOND SCHEDULE ABOVE REFERRED TO

As per plan

ALL THAT piece and parcel of a Flat being Flat No. on the Floor of the building namely- **UNIQUE FOUNTAIN** to be constructed consisting of ... measuring about ... Square feet of the building to be constructed including ... be the same a little more or less including undivided proportionate share of land along with common areas as mentioned in the First Schedule noted property which is butted and bounded as follows :-

- On the North : ...
- On the South : ...
- On the East : ...
- On the West : ...

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THE THIRD SCHEDULE ABOVE REFERRED TO

Total Consideration for Flat No. G-4 on Ground Floor is Rs.25,60,000/- (Rupees twenty five lakh sixty thousand) only (@ Rs.32600/- per Sq.ft.) excluding G.S. Tax together with proportionate share of land underneath the Flat. Advance - Installments as follows :-

- (a) At the time of Agreement Rs.1,00,000/- as per memo below.
 (b) Balance amount Rs.24,60,000/- (excluding G.S. Tax) part by part or as per schedule below.

Payment Schedule

Rs.)/- at the time of Booking out of total amount.

1. Rest amount of 20% of the total consideration at the booking/signing Agreement.
2. 10% at the time of Ground floor Roof casting.
3. 10% at the time of 1st floor roof casting.
4. 10% at the time of 2nd floor roof casting.
5. 10% at the time of 3rd floor roof casting.
6. 10% at the time of 4th floor roof casting.
7. 10% at the time of brick works.
8. 10% at the time of flooring.
9. 5% at the time of Door and windows fitting.
10. 5% at the time of possession or registry which is earlier.

Balance amount to be paid by or earlier at the time of registration.

ADDITIONAL PAYMENT TO BE MADE OVER AND ABOVE THE CONSIDERATION AMOUNT


 MD. KHALID
 UNIQUE CONSTRUCTION

A. Ghani Khalid