

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

39AB 772139

AGREEMENT FOR SALE

K. C. Das Real State

K. C. Das

Proprietor

Rabinora Nath Dake.

THIS AGREEMENT is made on this the 14th day of march. Two thousand and twenty one (2021)

BETWEEN

Page 1 of 10

S. Guin.
Adv.

K. C. Das Real State
Proprietor

Debasish Das
Rabindra Nath Laha

AGREEMENT FOR SALE OF A
FLAT.

THIS AGREEMENT FOR SALE is made on this 10TH day
of March 2021.

BETWEEN.

1) SMT. SIPRA GHOSH, Wife of Late Subhankar Ghosh, by caste Hindu, by occupation — House wife , PAN No. BVMPG26747J, citizen of Indian,(2) SRI SUPRATIB GHOSH, Son of Late Subhankar Ghosh, by caste Hindu, by occupation — Business, PAN BQGPG6763D, Citizen of India both residing at Jugipara Lane, P.O. & P.S. Chinsurah, Dist. Hooghly, Pin — 712101, represented by their constituent Attorney M/S K.C. DAS REAL ESTATE, a Proprietorship Firm , having , its registered office at Mallick Gali, bus Stand, P.O. & P.S. Chinsurah, Dist. Hooghly, Pin 712101, represented by its Proprietor SRI DEBASISH DAS , PAN NO. AGOPD1506E, Son of Late Keshab Chandra Das , by caste Hindu , by occupation — Business, Citizen of India, residing at Mallick Gali, Bus Stand ,P.O. & P.S. Chinsurah, Dist. Hooghly, Pin 712101, (hereinafter jointly and severally referred to as the OWNERS (which expression unless excluded by or repugnant to or context be deemed to mean and include their heirs ,executors , administrators , successors , representatives and assign) of the FIRSTPART.

AND

M/S K.C. DAS REAL STATE, a Proprietorship Firm , having , its registered office at Mallick Gali, bus Stand, P.O. & P.S. Chinsurah, Dist. Hooghly, Pin 712101, represented by its Proprietor SRI DEBASISH DAS , PAN NO. AGOPD1506E, Son of Late Keshab Chandra Das , by caste Hindu , by occupation — Business, Citizen of India, residing at Mallick Gali, Bus Stand ,P.O. & P.S. Chinsurah, Dist. Hooghly, Pin 712101, hereinafter referred to and called as the Builders/ Developers (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

AND

Sri, Rabindranath Laha son of late Sufol Laha . by caste Hindu, by occupation- Retired person . Village — jayanti,, P.O. — Gazipur P.S. Amta, District Howrah, Pin — 711413, hereinafter referred to us as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors administrators, legal representatives and assigns) of the THIRD PART.

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Adv.

K. C. Das Real State
Debasish Das
Proprietor
Rabindra Nath Das
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All the piece and parcel of Viti Land admeasuring 13 chittaks equivalent to 0.0135 acre appertaining to R.S. Dag No. 5054 under R.S. Khatian Nos. 1681 & 1712 within ambit of Mouza- Hooghly, J. L. No. 19, P.S. Chinsurah, District Hooghly originally belonged to Sarojini Ghosh. Said Sarojini Ghosh transferred the same in favour of Sri Rebat Mohon Ghosh by executing a Deed of Sale which was registered at the office of Dist. Sub-Registrar, Hooghly and recorded in Book No. I, Volume No. 20, Pages from 231 to 234, being no. 1717 for the year 1972 and delivered possession. Said Sri Rebat Mohan Ghosh also transferred the same in favour of Subhankar Ghosh by executing a Deed of Sale which was registered at the Office of Dist. Sub-Registrar, Hooghly and recorded in Book No. I, Volume no. 30, Pages from 51 to 56 being no. 2528 for the year 1991 and delivered possession.

AND piece and parcel of Viti Land admeasuring 2 Katha 7 Chittaks 3 Sq.ft equivalent to 0.042 Acre appertaining to R.S. dag No. 5044/5360 under R.S. Khatian No. 435 within ambit of Mouza Hooghly J.L. No. 19 P.S. Chinsurah, District Hooghly originally belonged to Aswini Kumar Chakraborty. The Said Aswini Kumar Chakraborty transferred the same in favour of Sri Nani Gopal Singha by executing a Deed of Sale which was registered at the Office of Dist Sub-Registrar, Hooghly and recorded in Book No. I, Volume no. 32, Pages from 295 to 297 being no. 2505 for the year 1954 and delivered possession. To the Said Sri Nanigoapl Singha also transferred the same in favour of Subhankar Ghosh by executing a Deed of Sale which was registered at the Office of Dist. Sub-Registrar, Hooghly and recorded in Book No. I, Volume No. 30, pages from 57 to 62 being no. 2529 for the year 1991 and delivered possession.

AND that the piece and parcel of Bastu Land admeasuring 0.064 acre appertaining to R.S. Dag No. 5054 under R.S. Khatian no. 434, within ambit of Mouza- Hooghly, J.L. No. 19 P.s. Chinsurah District originally belonged to Sarojini Ghosh. Said Sarojini Ghosh transferred the same in favour of Smt. Nilima Deb, by executing a Deed of Sale which was registered at the office of Dist. Joint Sub-Registrar, Hooghly and recorded in Book No. I, Volume No. 20, pages from 235 to 238 being no. 1718 for the year 1972 and delivered possession. The Said Smt. Nilima Deb also transferred the same in favour of Subhankar Ghosh by executing a Deed

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of Gift which was registered at the Office of District Sub-Registrar, Hooghly and recorded in Book No. I, Volume No. 27 pages from 287 to 304 being no. 1377 for the year 1999 and delivered possession.

AND ALL THAT piece and parcel of Bastu Land admeasuring 0.050 acre appertaining to R.S. Dag No. 5047/5315 under R.S. Khatian No. 435 AND Bastu land admeasuring 0.008 Acre appertaining to R.S. Dag No.5047/5316 under R.S. Khatian No. 435 under R.S. Khatian No. 435 AND Viti land admeasuring 0.064 Acre appertaining to R.S. Dag No. 5045 under R.S. Khatian No. 434. All are within ambit of Mouza — Hooghly, J.L. No. 19 P.S. Chinsurah, District Hooghly originally belonged to Sudhir Kumar Ghosh To the Said Sudhir Kumar Ghosh executed a Will on 16/06/1997 in respect of the above mentioned property in favour of Subhankar Ghosh which was registered at the office of A.D.S.R. Chinsurah being No. 69 for the year 1997. That after demised of said Sudhir Kumar Ghosh said beneficiary Subhankar Ghosh instituted a Probate Case being Act 39 Case No. 109 of 2000 before the Ld. District Delegate Court (Addl. Dist. Judge, 2nd Court) Hooghly and perused the records and being heard the such case. Ld. Delegate Court have pleased enough to grant the Probate in favour of Petitioner Subhankar Ghosh on 06/05/2008.

That the recited herein above mentioned reference said Subhankar Ghosh became the absolute owner of Viti Land admeasuring 13 Chittaks equivalent to 0.0145 acre appertaining to R.S. Dag No. 5045 under R.S. Khatian Nos. 1681 & 1712 AND Viti land admeasuring 2 Katha 7 Chittaks 3 Sq.ft equivalent to 0.042 Acre appertaining to R.S. Dag No. 5044/5360 under R.S. Khatian No. 415 AND Bastu Land admeasuring 0.064 acre appertaining to R.S. Dag No. 5045 under R.S. Khatian No. 435 AND Bastu Land admeasuring 0.050 acre appertaining to R.S. Dag No. 5047/5315 under R.S. Khatian No. 435 AND bastu Land admeasuring

0.008 Acre appertaining to R.S. Dag No. 5047/5316 under R.S. Khatian No. 435 AND Viti land admeasuring 0.064 Acre appertaining to R.S. Dag No. 5045 under

R.S. Khatian No. 434 . All are within ambit of Mouza — Hooghly, J.L. No. 19 P.S. Chinsurah, District Hooghly and effected mutation his name in the records of B.L.&L.R.O. Magra as well as in the records of Hooghly-Chinsurah Municipality and were in possession the same.

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Proprietor

Rudrindra Nath Das

That said Subhankar Ghosh while in possession of the aforesaid property which is detains mentioned above died intestate on 02/02/2014 leaving behind his wife Smt. Shipra Ghosh and only son Sri Supratib Ghosh as his only legal heirs and successors and said legal heirs Smt. Shipra Ghosh and Sri Supritib Ghosh hereinafter referred to as the OWNERS become the joint absolute owners of the above mentioned property by way of inheritance having equal share. Said Smt. Shipra Ghosh and Sri Supratib Ghosh thus being absolute owners of the aforesaid property) mentioned in schedule below effected mutation their names in the records of Hooghly Chinsurah Municipality, B.L. &L.R.O. Mogra Chinsurah and possessing the same without hindrance from any corner by paying rents and taxes to the authority concerned.

WHEREAS THE Land Owners , this is, the PARTIES OF THE FIRST PART have jointly and severally made a proposal to the Developer th'at is the Parties of the Second Part to develop their aforesaid plots of land by constructing and raising multiple flats system multi-storied building on their plots of land at the costs, charges and expenses to be paid and borne entirely and exclusively by the DEVELOPER alone and the Developer, Second Party has accepted the land Owners aforesaid proposal and parties hereto have entered into an Developer Agreement jointly Between the owners and the developer and the said agreement was registered on 5t of September, 2019 ,being no. 060302926 Volume No. 0603-2019,Pages 5997 to 70011 Registered in the office of ADSR Chinsurah, Hooghly to develop & promote the under mentioned schedule property and as per Development agreement the owners i. e. will be the owners of the constructed are as 30% (thirty percent) of the total construction /flats area including staircase and lift as per actual filed measurement of the new building to be constructed by the Developer and the balance 70% (seventy percent) to the total construction/flat area including staircase and lift as per actual filed measurement of the new building shall to the developer if the new building can be constructed up to G+ 4 stories only.

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AND WHEREAS the owners (1) Smt. Sipra Ghosh and (2) Sri Supratib Ghosh gave a power of attorney in favour Developer on 5th day of September, 2019 being no. 060302929 Registered in Book No. I, Volume No. 0603-2019 ,pages from 70081 to 70102 which was registered at Additional District Sub-

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Proprietor
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Registrar, Chinsurah, Hooghly for development of the under mentioned property and construct a multi-storied building describe in the 1st schedule below and as well to sell respective share of flat or measuring area of the said construction of the building both the owners and developer.

AND WHEREAS the developer to promote a Project for a residential-cum-commercial Complex on the property as described in the "A" Schedule hereunder and subsequently the developer constructed a Multi-storied building(G+ 4) as per sanctioned plan obtaining from Hooghly Chinsurah Municipality vide Sanctioned plain no.B/128 dated 31/12/2020 and the said Multi-storied building popularly known as SUBHANKAR APARTMENT.

AND WHEREAS in pursuance of the aforesaid sanctioned plan the Developer already completed construction of a G+4 storied Building on the aforesaid property in the "A" schedule mentioned below.

AND WHEREAS the present Owners/ Developer sold, conveyed and will transferred ALL THAT one Residential Flat being No. 2B on the 2ND Floor in SUBHANKAR APARTMENT measuring about 638 sqf Covered area (Rs. 2,700/- per sft.) more or less super built up area 708 sft.

a little bit more or less with the proportionate undivided and impartible share in the land beneath the schedule "A" mentioned property and the above noted Residential Flat being No. 3B on the 3^d Floor SUBHANKAR Apartment area measuring about 638 square feet covered area super building up area 708 sq.ft a little bit more or less with the proportionate undivided and impartible share in the land beneath the schedule B below in favour of the purchasers herein.

AND WHEREAS the purchaser herein intends to purchase the Residential Flat being No. 2B on the 2ND floor SUBHANKAR Apartment area measuring about 638sqf Covered area Square feet more or less super built up a 708 Sq.ft- little bit more or less with the proportionate undivided and impartible share in the land beneath the schedule A mentioned property which is more fully described in the schedule B below along with the rights of all common passage , common portions, common spaces, common amenities

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Proprietor

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attached thereto which is more fully described in the schedule below property in at a total consideration of Rs. 19,11,600/- (nineteen lakh eleven thousand six hundred) only from G.S.T applicable the Owners/Developer .

THIS AGREEMENT WITNESSETH as follows :-

In pursuance of this Agreement for sale, the purchaser already paid the consideration amount to Developer only as per memo of consideration. The Vendor/Developer i.e. the parties of the second part shall sell and the purchaser i.e. the parties of the first part shall buy the Residential Flat being no. 2B on the 2nd floor in SUBHANKAR Apartment measuring about 638 sft covered area super built up area 708 Sft a little bit more or less of the building to be constructed on the aforesaid property and delineated on the plan and there on shown by RED colour boundary at a price of Rs. 19,11,600/- (Nineteen Lakhs eleven thousand six hundred) only out of the above mentioned amount a sum of Rs. 5,00,000/- has been paid on by the purchaser to the Owners/Developer as per memo of consideration on execution of these presents and the balance amount of Rs. 14,11,600/- (fourtin lakh eleven thousand six hundred only). will be paid by the purchaser on instalment as Follows .

1. 10/05/2021 paid by cheque no - RS 5,00,000/
2. 20/09/2021 Paid by cheque no -RS 5,00,000/
3. To the registry RS 4,11,600/

TIME WILL BE THE ESSENCE OF THIS CONTRACT IN CASE OF EACH INSTALLMENT.

- 1) That the purchaser shall be bound to register a deed of Conveyance in respect of the schedule — B mentioned property on payment of balance consideration money. And in any case if the purchaser wants to terminate this agreement for sale their that even the developer shall be to refused the entire deposited amount after deducting 20% therefore.
- 2) That the Owners/Developer shall be bound to hand over peaceful and vacant possession of the said property in favour of the present purchaser at the time of registration.
- 5) That the Owners /developer has not entered into agreement for sale in respect of the said property with any other person till now.

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Proprietor
K. C. Das
Nalendra Nath Das

- 6) The purchaser shall not accrue any right , title and interest by virtue of the present Agreement.
- 7) That the schedule B mentioned property is free from all encumbrances, attachments and charges and other claims and demands and not affected by any notice or scheme of acquisition or requisition.
- 8) All disputes and difference relating to or arising out of this Agreement or with regard to the interpretation of this Agreement or otherwise connected therewith shall be referred to an Arbitrator to be nominated by the Owners/ Developer . The said Arbitrator shall have summary powers and be entitled to give interim awards/ directions regarding the disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim / final award of the Arbitrator shall be binding on the parties.
- 9) The purchaser shall extra charges for electric connection of the Flat and also proportionate expenses of the Transformer charges for main connection electricity of the building from to the developer.
- 9) In connection with the aforesaid arbitration proceedings only the District Judge, Hooghly and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

SCHEDULE A ABOVE REFERRED TO :-

ALL THAT piece and parcel of Bastu, Viti Land measuring about 0.153 acres equivalent to 619.16 sqm. Equivalent to 6.65 sft the same a little more or less along with G+ 4 storied Building standing thereon together with all other easement right, title, interest, possession and appurtenances attached thereto comprised in L.R. Plot No. 4722 Viti, 0.017 acres

L.R Plot No. 4731 Viti 0.078 Acres ,L.R. Plot No. 4733 Bastu 0.050 Acres L.R. Plot No. 4734 Viti, 0.008 Area in L.R. Khatian 6103 Mouza — Hooghly, J. L. No. 19, P.S.

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Subash Das
Proprietor
Nalendra Nath Das

Chinsurah, Dist. Hooghly under Hooghly Chinsurah Municipality being holding no. 26/28, Mohalla — Kashimpur Ward no. 14 under Hooghly Chinsurah Municipality.

The property is butted and bounded by
On the North —10 feet wide Municipal Road
On the South — 12 feet wide Municipal road
On the East - Property of Pradip addya
On the West - Property of Others.

SCHEDULE B ABOVE REFERRED TO

(FLAT TO BE SOLD)

Residential Flat being no. 2B on the 2ND floor **SUBHANKAR** Apartment covered area 638sf super Built up area measuring about 708 square feet alittle more or less with the proportionate undivided and impartible share in the land beneath the schedule A mentioned property . The said Flat is butted and bound by—

ON THE NORTH – Flat 2 C
ON THE SOUTH- 12 feet wide municipal road
ON THE EAST – Property of Pradip addya
ON THE WEST – Flat 2A

THE SCHEDULE C HEREIN ABOVE REFERRED TO

(COMMON PORTION AND FACILITIES)

- S. Green
Adv.
- 1) Main entrance, pieces drain, sanitary pipes drainage and sewerage, motor and pump underground water reservoir over head water tank, water pipe and other common plumbing, rain water pipe, but the Roof is restricted for the owners and Developer only.

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K. C. Das
Proprietor

Nalini Das Nath

- 2) Drains, sewerage main water delivery pipes lines from underground reservoir to overhead water tanks, all distribution pipe lines to kitchen and toilets of different unit flats and common portions.
- 3) Only general lighting of the common portions shall be provided.
- 4) Lift, Stair case, lobby.
- 5) The main electric distribution board with electrical wiring and electric meter, water and sewerage evacuation pipes from the flat/unit to main drains and sewers common to the building, water reservoir pipe lines.
- 6) Boundary wall, main gate Meter Room and Pump House.

THE SCHEDULE D HEREIN ABOVE REFERRED TO
(COMMON EXPENSES)

- 1) All costs of maintenance, operating replacing, white washing, painting rebuilding, reconstructing, decorating, redecorating and lighting the common parts and common portions and also the outer walls of the building.
- 2) That the salaries of all persons employed for the same purpose.
- 3) All charges and deposits for supplies of common utilities Cost and charges of establishment for maintenance of the building and for watch and ward staff.
- 4) All litigation expenses appertaining to the maintenance and protection of the building and disputes regarding claims and demands from corporation and/or other local authority.

S. Green
Adv.

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

SIGNED, SEALD AND DELIVERED

IN PRESENCE OF

K. C. Das Real State

Debesank Das

Proprietor

Nalini Das Nath Laha
Signature of Developer

Signature of the Vendors.

~~Signature of Developer.~~

Nalini Das Nath Laha
Signature of the Purchaser.

Drafted by me.
Sreemoyee Guin.
Advocate
Regd. No - F/1264/2011
Judges Court, Hooghly

Computer typed by me.

K. C. Das Real State

Debasish Das

Proprietor

Rajendra Nath Das

RECEIPT AND MEMO OF CONSIERATION.

Received from the Purchaser above named a sum of Rs. 3,90,000/- (Three lakhs Ninety thousand) only being part payment of consideration money in the following manner

<u>Date</u>	<u>Cheque No.</u>	<u>Bank</u>	<u>Amount.</u>
10/03/2021	059820	SBI	5,00,000/