

भारतीय गैर न्यायिक

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रुपये
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TEN
RUPEES

Rs. 10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

35AB 645289

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE**, made on this the 27th day of **June**, Two Thousand and Twenty (2020);

BETWEEN

Srikanth Chandra

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(1) **MR. RANJIT KUMAR DEWANJI**, (having PAN ADWPD6800G) (Aadhar No. 609443430447) (Mobile No. 8637540681) son of Late Sri Khitish Chandra Dewanji, by faith Hindu, by Occupation Business, (2) **SMT. TANUSREE DEWANJI**, (having PAN ADGPD7419M), (Aadhar No. 434776715210) (Mobile No.8777656995), wife of Sri Ranjit Kumar Dewanji, by faith Hindu, by Occupation Housewife, both residing at 135, Rifle Club Road, Post Office Bansdrani, Police Station Regent Park, District South 24 Parganas, Kolkata 700070, duly represented by their constituted attorney "**M/S KANAN ENTERPRISE**" A Proprietorship Concern having office at K.M. Roy Chowdhury Road, E.M. Bypass, Kolkata-700151 and represented by its proprietor **SRIBAS CHANDRA DAS** having (PAN AFTPD2362Q), (Aadhar No581861094427) (Mobile No. 9433012688), son of Late Monoranjan Das, by faith Hindu, by Nationality Indian, by Occupation Business, residing at K.M. Roy Chowdhury Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700151, authorized by and under registered Power of Attorney dated 12.02.2020 duly registered before the ARA-IV, Kolkata, and duly recorded in Book No. I, Volume No. 1904., Pages 90505 to 90540, Being No. 190401232 for the year 2020, hereinafter referred to as "the **OWNERS**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective legal heirs, legal representatives, executors, administrators etc.) of the **FIRST PART**;

AND

"**M/S KANAN ENTERPRISE**" A Proprietorship Concern having office at K.M. Roy Chowdhury Road, E.M. Bypass, Kolkata-700151 and represented by its proprietor **SRIBAS CHANDRA DAS** having (PAN AFTPD2362Q), (Aadhar No581861094427) (Mobile No. 9433012688), son of Late Monoranjan Das, by faith Hindu, by Nationality Indian, by Occupation Business, residing at K.M. Roy Chowdhury Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700151, hereinafter called & referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in office, its successors in business,

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representatives, assigns administrators and representative and include his, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

(1) **MALINI DAS (PAN AQNPD8627M) (AADHAR No.685967491133)** (Mobile No. 9831540715) wife of Subhojit Das, by Nationality Indian, by faith Hindu, by occupation Service, residing at B-22 Brahmapur More, PO+ P.S. Brahmapur, South 24 Parganas, Pin 700096 (1) **SUBHAJIT DAS (PAN AMDPD9573A) (AADHAR N.930303833470)** (Mobile No. 9163704040) Son of Late Ranjit Das, by Nationality Indian, by faith Hindu, by occupation Service, residing at B-22 Brahmapur More, PO + P.S. Brahmapur, South 24 Parganas, Pin 700096 hereinafter jointly called and referred to as 'the **PURCHASERS**' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his legal heirs, legal representatives, executors, administrators etc) of the **THIRD PART**;

WHEREAS:

A. In this Agreement unless it be contrary or repugnant to the subject or context the words and/or expressions hereafter mentioned shall have the meaning assigned to them as follows:-

- The "LAND" shall mean and **ALL THAT** piece and parcel of Bastu land admeasuring 06 cottah 06 chattack 42 sq.ft. comprised in R.S. Dag No. 387, L.R. Dag No. 373, under R.S. Khatian No. 54, L.R. Khatian No. 723 & 724, of Mouza - Dhamaitala, J.L. No. 75, A.D.S.R. Office & P.S. - Sonarpur, within the limits of Rajpur- Sonarpur Municipality, Ward No. 23, Holding No. 289, School Road, New Holding No. 411, School Road, Dist. South 24-Parganas, Pin-700151 more fully and particularly described in the **First Schedule** hereunder written;



- The “**BUILDING**” shall mean and include the proposed “G + 4” storied building and as per the Building plan no. 109/CB/25/06 as sanctioned by Rajpur-Sonarpur Municipality and or any extension or addition alteration as approved by the said Municipality thereto and the Building shall be named as “KANAN FORTUNE”.and erected in or upon the said land ;
- The “**Unit**” shall mean the All that piece and parcel of 100 Sq. Ft. Shop room being shop no. 2 on the Ground Floor of the building, as more fully described in / under the “**SECOND SCHEDULE**” hereunder written;
- The “**DEVELOPMENT AGREEMENT**” shall mean the Development Agreement dated 12.02.2020 duly registered before the ARA-IV, Kolkata, and duly recorded in Book No. I, Volume No.1904, Pages . 90776 to 90816, Being No. 190401222. for the year 2020 executed by and between the Owners and the Developer herein for construction of new building in the said Land;
- The “**POWER OF ATTORNEY**” shall mean the registered general power of attorney dated. 12.02.2020 duly registered before the ARA-IV, Kolkata, and duly recorded in Book No. I, Volume No. 1904., Pages 90505 to 90540, Being No. 190401232 for the year 2020,executed by the Owners in favour of the Developer in respect of the said Land and Building.
- Singular shall include the plural and vice versa;
- Masculine shall include the feminine and vice versa;

WHEREAS :

- The Owners are now jointly seized and possessed of or otherwise well and sufficiently entitled to the said Land more fully and particularly described in the **First Schedule** herein after written and enjoying the same free from all encumbrances , liens and attachments whatsoever and have entered into the said Development Agreement on



.12.02.2020 with the Developer herein for construction of the said building and also executed a registered power of Attorney dated 12.02.2020 in favor of the Developer herein for construction of the said Building.

- The Developer caused sanction of Building Plan being No. Vide No. 109/CB/25/06 dated 22.08.2016.issued by the appropriate authority and/or authorities,

REPRESENTATIONS:

- The Owners/Developer have represented to the Purchasers as follows:-
- That the Developer are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the Said Unit (Developer allocation) more fully described in the **Second Schedule** herein below;
- That the right, title and interest of the Owners/Developer to the Said Unit more fully described in the **Second Schedule** herein below are free from all encumbrances and the Owners/Developer have a marketable title to the same;
- That the entirety of the Said Unit more fully described in the **Second Schedule** herein below are in actual khas physical possession of the Developer;
- That the Owners/Developer have not received any notice for acquisition or requisition of the Unit more fully described in the **Second Schedule** herein below or any part or portion thereof or for the land as described in the First Schedule under any of the laws for the time being in force;
- That the Owners/Developer have not entered into any Agreement for Sale, lease, tenancy, or otherwise for transfer of the Unit more fully described in the **Second Schedule** herein below or any part or portion thereof in favour of any one other than in favour of the Purchasers herein;

See in copy

The image shows two handwritten signatures in black ink. The signature on the left is more stylized and appears to be the signature of the Developer. The signature on the right is more legible and appears to be the signature of the Purchaser.

- That there is no impediment whatsoever affecting the Unit more fully described in the **Second Schedule** herein below whereby the Owner / developer they are in any way barred from entering into this agreement;
- That the Owners/Developer are fully and sufficiently entitled to deal with and/or dispose off the Unit more fully described in the **Second Schedule** herein below and thus enter in to this Agreement;
- That all Municipal rates, taxes and other outgoings including ground rent, electricity charges have been paid for the period up to date of registration of deed of conveyance and there is no outstanding on account thereof and if there are any outstanding amount in respect of the said Unit pertaining to the period up to the date of registration of the said Unit in favour of the Purchasers and/or her nominee and/or nominees in accordance with this sale agreement, the Owners/Developer shall pay the same as and when the same will arise;
- The Owners/Developer have agreed to sell and the Purchasers herein relying fully upon the said representations of the Owners/Developer and believing the same to be true and correct, have agreed to purchase the said Unit more fully described in the **Second Schedule** herein below from the Owners/Developer on the terms and conditions hereinafter mentioned;

Sri Venkateswara

NOW THIS AGREEMENT WITNESSETH AND CERTAIN TERMS AND CONDITIONS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the Owners/Developer will sell and the Purchasers will purchase all that the said Unit more fully described in the **Second Schedule** herein below at a total consideration of Rs. 6,00,000./- (Rupees Six Lacs) Only;

[Handwritten signatures]

2. That the Purchasers have simultaneously with the execution hereof, paid to the Developer the sum of Rs. 1,20,000/- (Rupees One Lakhs Twenty Thousand) Only as part consideration and/or earnest money (the receipt whereof the Developer doth hereby as well as by the memo hereunder written admits & acknowledges) and the remaining part of consideration for sum of Rs. 4,80,000/- (Rupees Four Lakhs Eighty Thousand) only will be paid within 6 Months from the date of execution of this Agreement which may be extended up to 12 Months if both the parties mutually agreed to do so or at the time of Registration.
3. The Owners/Developer shall complete the registration in respect of the said Unit more fully described in the **Second Schedule** herein below by the execution and registration of the Deed of Conveyance in favour of the Purchasers and/or their respective nominee and nominees forthwith on completion of payment of balance consideration as agreed hereinabove;
4. The purchasers may apply for and/or avail and/or obtain financial loan for the balance consideration from any financial institution in respect of the said Unit more fully described in the **Second Schedule** herein below and the developer shall cooperate in every manner for such hypothecation and also undertakes to provide all the necessary documents as may be required from time to time by such financial institution provided the developer shall have no responsibility and/or liability towards the concern financial institution for the amount to be hypothecated if any.
5. The time is the essence of this contract;
6. All costs charges and expenses for stamping and registration of the Deed of Conveyance and/or other transfer documents shall be borne and paid by the Purchasers and/or their respective nominee and/or nominees;
7. If the Purchasers disagree and/or fail to Purchase the said Unit and/or fails or neglects to pay the entire consideration to the developer within the stipulated period as per the terms as agreed herein above due to any reason other than the


Srikanth Chandra Reddy



reason for any defect in the title of the Owners/Developer in respect of the Said Unit, in that event the Developer shall refund the entire earnest money received by them from the Purchasers till that day within seven days from the date of disagreed and/or failed to Purchase the said Unit by the Purchasers and the instant agreement shall stand terminated;

8. If the Owners/Developer disagree to sell and/or fail to execute deed of conveyance unto and to the Purchasers in respect of the Said Unit and the purchasers is ready to fallow and /or duly performed all the terms and conditions as mentioned herein, in that event the Developer shall refund the entire earnest money received by him from the Purchasers till that day within seven days from such date.
9. The **Developer** shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the **Developer** to be performed and observe if it is prevented by any of the conditions herein below:-
- i) Fire.
 - ii) Natural calamity.
 - iii) Tempest.
 - iv) Labour unrest.
 - v) Local problem and/or local disturbance.
 - vi) Any prohibitory order from the court, Concern Municipality and/or authorities and/or any Corporation.
 - vii) Any other unavoidable circumstances beyond control of the **Developer**.

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10. The Developer undertakes to complete the shop room with putty on walls and tile flooring only.
11. The purchaser shall bear the cost of the shutter to the said unit and shall not demand the same and or any other facilities save and except as expressly mentioned herein above.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE LAND)

Son Das Chandra Das,

ALL THAT piece and parcel of Bastu land admeasuring 06 cottah 06 chatak 42 sq.ft. comprised in R.S. Dag No. 387, L.R. Dag No. 373, under R.S. Khatian No. 54, L.R. Khatian No. 723 & 724, of Mouza - Dhamaitala, J.L. No. 75, A.D.S.R. Office & P.S. - Sonarpur, within the limits of Rajpur- Sonarpur Municipality, Ward No. 23, Holding No. 289, School Road, New Holding No. 411, School Road, Dist. South 24-Parganas, Pin700151

The property is butted and bounded by:-

ON THE NORTH	:	Land of R.S. Dag No. 384, 385 & 386
ON THE SOUTH	:	10' feet wide common passage
ON THE EAST	:	Land of Jagatdal Mouza
ON THE WEST	:	School Road.

THE SECOND SCHEUDLE ABOVE REFERRED TO

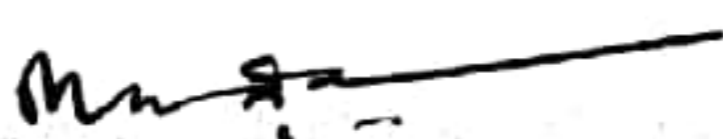

(Said Unit)

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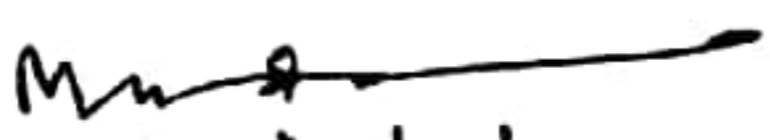

ALL THAT the Unit admeasuring Super built up area of 100 Sq. Ft. be the same a little more or less being Shop Room No.2 situate on the Eastern Side of Ground floor of the G+IV Storied building "Kanan Fortune", Facing By pass Road, Together With the undivided proportionate indivisible share or interest in the land underneath more fully described in the First Schedule hereinabove written along with common areas and facilities as attributable thereto.

IN WITNESS WHEREOF the parties hereto have executed and delivered these presents on the day month and year first above written;

EXECUTED & DELIVERED by the **OWNERS** of the First Part at Kolkata in the presence of:

1. 
Sri Basu Chandra Das,
2. 

EXECUTED & DELIVERED by the **DEVELOPER** of the Second Part at Kolkata in the presence of:

1. 
Sri Basu Chandra Das,
2. 

EXECUTED & DELIVERED by the **PURCHASERS** of the Third Part at Kolkata in the presence of:

1. 
Sri Basu Chandra Das,
2. 
Sri Basu Chandra Das

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the Purchaser the sum of Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand) Only towards part consideration and/ or Earnest Money Deposit towards agreement for sale of the above said Unit in the following manner:-

Cheque No.	Date	Bank	Branch	Amount (Rs.)
10-1-2020 000026	3-2-2020	BANDHAN BANK	Cash - New Alipore	20,000-00 20,000-00
SIB LN 192940 70153.	21-10-19	S.I.B		30,000-00 50,000-00
000031	27-6-20	BANDHAN BANK	New Alipore	Rs. 1,20,000-00

000032 307-20 Cheq - || Rs. 40,000/-

(Rupees one lac twenty thousand) Only

27/7/20

WITNESSES:

1.

M/S. KANAN ENTERPRISES

Sri bas Chandra Das
Developer

DEVELOPER At 27/06

2.