

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this day of February, 2020 (Two Thousand Twenty).

BETWEEN

(1) DR. SWAPAN KUMAR DATTA (PAN – AATPD6799G), Son of, Late Dr. Santosh Kumar Datta, By Occupation- Doctor, Residing at, Rajiv Gandhi Chowk, P.O.- Bilaspur, P.S.- Civil Line Bilaspur, Dist.- Bilaspur, Chhattisgarh - 495001, **(2) SMT. RATNA K KUMAR (PAN – AMHPK5604M)**, Wife of, Krishan Kumar, Daughter of, Late Dr. Santosh Kumar Datta, By Occupation- Housewife, Residing at, G-21/04'A', Third Floor, Main Market, Rajouri Garden, P.O.- Rajouri Garden, P.S.- Rajouri Garden, New Delhi – 110027, **(3) SMT. PRATIMA DATTA (PAN – AHEPD3934F)**, Wife of, Late Dr. Santosh Kumar Datta, By Occupation- Housewife, Residing at, Sadar Bazaar Balod, P.O.- Balod, P. S. - Balod, Dist. - Durg, Chhattisgarh – 491226, **(4) DR. SUSHANT KUMAR DATTA (PAN – ACQPD9347M)**, Son of, Late Dr. Santosh Kumar Datta, By Occupation- Doctor, Residing at, Sadar Bazaar Balod, P.O.- Balod, P.S.- Balod, Dist.- Durg, Chhattisgarh- 491226, **(5) SMT. TANDRA ROY (PAN – ADEPR2629F)**, Wife of, Ashit Kumar Roy, Daughter of, Late Dr. Santosh Kumar Datta, By Occupation- Housewife, Residing at, P-234, bl-A, Bangur Avenue, P.O.- Bangur Avenue, P.S.- Lake Town, Kolkata- 700055, Dist.- 24 Parganas (N), All are by faith – Hindu, by Nationality – Indian, hereinafter called and referred to as the **“OWNERS/ VENDORS /FIRST PARTIES”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART** : being represented by their lawful Attorney **SRI GAUTAM BHATTACHARYA (PAN - AGEPB8150E)**, son of Late Kalipada

Bhattacharjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at, 246, Karunamoyee Ghat Road, P.O.-Haridevpur, P.S.- Haridevpur, Kolkata 700082, by two Power of Attorney duly registered in the office of the D.S.R. II, Alipore and recorded in Book No. I, C.D. Volume No., pages to, Being No., for the year 2017 & Book No. I, C.D. Volume No., pages to, Being No., for the year 2017.

A N D

SRI. BIBEK MAITY (PAN- BKNPM2234C), (AADHAR- 283303733454), Son of Anil Kumar Maity, resident of 671/1, 2ND Floor, Flat No. 4, Raja Ram Mohan Roy Road, Purba Barisha, Kolkata – 700008, District – South 24-Parganas, by faith Hindu, by Occupation – Business, by Nationality Indian, hereinafter called and referred to as the **PURCHASER** (which terms or expression shall unless excluded by and/or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators legal representatives and assigns) of the **SECOND PART.**

A N D

NILIMA CONSTRUCTION (PAN-AGEPB8150E), having its registered office at 246, Karunamoyee Ghat Road, P.O.- Haridevpur, Police Station – Haridevpur, Kolkata-700082, represented by its Sole Proprietor **SRI GAUTAM BHATTACHARYA (PAN-AGEPB8150E)**, son of, Late Kalipada Bhattacharjee, by faith Hindu, by Nationality Indian, by occupation Business, residing at, 246, Karunamoyee Ghat Road, P.O.- Haridevpur, P.S.- Haridevpur, Kolkata -700082, hereinafter called and referred to as the **“DEVELOPER / CONFIRMING PARTY**(which terms or expression shall unless excluded by and/or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators legal representatives and assigns) of the **THIRD PART.**

Whereas One Dr. Santosh Kumar Datta the demised father of the OWNERS herein was Purchased and became the Sole Owner of the First Schedule mentioned property, i.e. land measuring about 02 Cottahs 10 Chattaks 35 Sq. Ft., under Mouza- Syedpur, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 816, Motilal Gupta Road (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-09-461, by virtue of a registered Bengali Sale Deed, dated 30.01.1987, which was duly registered in the Office of District Registrar, Alipore and recorded in Book No. I, in the year 1987, from Smt. Soma Mukherjee, for a consideration amount which was stated therein, and possessed the said property without any liabilities and encumbrances.

And Whereas after the death of said Dr. Santosh Kumar Datta, the OWNERS herein became the Joint Owners of the First Schedule mentioned property, i.e. land measuring about 02 Cottahs 10 Chattaks 35 Sq. Ft., by way of inheritance and is in possession/enjoying the said property without any liabilities and encumbrances;

And Whereas on the other hand the OWNER no. 1 herein i.e. DR. SWAPAN KUMAR DATTA purchased and became the absolute OWNER of a piece or parcel of land measuring about 02 Cottahs 06 Chattaks, under Mouza- Syedpur, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 815, Motilal Gupta Road (Holding No. was 212/302), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122,

Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 41-122-08-09-450, more fully described in the FIRST SCHEDULE hereunder, by virtue of a Deed of Conveyance dated 30.01.1987, which was duly registered in the Office of District Registrar, Alipore and recorded in Book No. I, being Deed no. 1954, year 1987, from Sri Biswanath Mukherjee, for a consideration amount which was stated therein and possessed the said property without any liabilities and encumbrances.

And whereas thus the Owners herein became the Owners of the entire Schedule – A mentioned property by two separate parts and the property is not yielding any profit or benefits to the OWNERS above named and the OWNERS then decided to develop the said property by raising construction of building on the said property;

And whereas having no requisite fund, experience or workmanship, the OWNERS ultimately decided to place the responsibility for development of the said property to a competent person or persons having adequate experience, goodwill, workmanship and financial means to undertake the responsibility for construction of the proposed building/ buildings till completion.

And whereas the developer above named took inspection of the said property and then the developer agreed to take the responsibility for development of the proposed building/buildings till completion at his costs and responsibilities and thereafter the owner no. 1 herein entered into a separate Registered Development Agreement and Development Power of Attorney with the Developer herein, dated duly registered in the office of the D.S.R. II, Alipore and recorded in Book No. I, C.D. Volume No., pages to, Being No., for the year 2020 and Owners no. 1 – 5 also entered into a separate Registered Development Agreement and Development Power of Attorney with the Developer herein, dated duly registered in the office of the D.S.R. II, Alipore and recorded in Book No. I, C.D. Volume No., pages to, Being No., for the year 2020, in a view to build a G+4 storied building on the said plot of land, containing flats, shops and car parking spaces, and also to empower the developer to do any acts or things for promoting the building and to take advance money from the intending PURCHASER /s, and in the said Development Agreement it was clearly mentioned that the Developer will construct the building on the said land as per the KMC sanction plan.

And Whereas for the purpose of proposed development as well as better accommodation the land owners herein executed and registered a Deed of Amalgamation (by way of exchange) dated duly registered in the office of the D.S.R. II of Alipore, 24 Paraganas (South) and recorded in Book No. I, Volume No., pages to, Bearing Deed No. for the year 2020.

AND WHEREAS as per the above said development agreement builder **NILIMA CONSTRUCTION** has started developing the said plot of land containing flats, shops and car parking spaces as per sanction from K.M.C. to construct upon the total land area as mentioned in the Schedule-A property.

AND WHEREAS the PURCHASER herein being desirous of owning a **Commercial Shop Room** at the said premises and approached to the **DEVELOPER/CONFIRMING PARTY** herein for selling to them one **Commercial Shop Room**, measuring about **230 sq. ft. more or less super built up area, on the Ground floor, being Commercial Shop Room No. “....”** from the Developer’s Allocation of the said proposed new building namely more fully and particularly described in the **SECOND SCHEDULE** written herein below, through the builder at a total valuation of **Rs. 21,85,000/- (Rupees Twenty-One Lakh Eighty-Five Thousand) only.**

AND WHEREAS the builder has agreed with the PURCHASER to complete the Shop Room on the Ground Floor as per sanctioned plan from Kolkata Municipal Corporation and sale the said Shop Room at Rs. 21,85,000/- (Rupees Twenty-One Lakh Eighty-Five Thousand) only, which to be paid by the PURCHASER to the Builder from time to time as per Schedule of payment set out hereunder.

AND WHEREAS the PURCHASER has paid to the builder a sum of Rs. /- (Rupees) only being advance towards cost of Shop Room, at the time of this agreement, which the builder do hereby acknowledge. In pursuance whereof all the two parties namely PURCHASER and builder do hereby entered into an agreement as per terms noted below:-

TERMS AND CONDITIONS

- 1) That the PURCHASER has already paid to the builder a sum of Rs. /- (Rupees) only as an advance in part payment of the consideration money, at the time of this agreement and it will be treated as advance money.
- 2) That the PURCHASER after going through the Title Deeds and documents and papers relating to the title of the owner of the land (Xerox copies whereof and other document) relating with the said land supplied to the PURCHASER has been satisfied with the marketable title of the owner thereof.
- 3) That the payment of the balance consideration money will be paid as per the payment schedule and the PURCHASER has also agreed to register the said Shop Room through the builder cum owner's nominated lawyer and the cost of Registration of flat shall bear by the PURCHASER including stamp duty and other expenses.
- 4) That the PURCHASER shall only use the building roof for installing any antenna and other than that PURCHASER will not use any common portion of the proposed building and the PURCHASER shall/will not be entitled to any way to interfere with the space possession of other flat holders and shall/will bear the expenses proportionate as noted in the Schedule "C" below.
- 5) Within, the builder will complete the construction of the Shop Room and shall deliver vacant possession of the same to the PURCHASER within the same date.
- 6) That the PURCHASER during construction, will pay the cost of the Shop Room to the builder time to time and/or at such time as shall be extended by the Builder (Please refer Payment Schedule).
- 7) If the PURCHASER will fail to pay the said stipulated amount as stated in the payment schedule or make any other trouble with the builder that will be reserved the right to cancel the agreement and refund the Advance Money to the PURCHASER, after deducting the 10% of the total amount paid till then, with immediate effect or any manners whatsoever.
- 8) This Agreement is being made and executed in DUPLICATE and ORIGINAL hereof is being retained by the PURCHASER and the DUPLICATE being retained by the BUILDER.

SCHEDULE REFERRED TO ABOVE

SCHEDULE "A"

ALL THAT piece or parcel of Bastu land measuring about 05 Cottahs 00 Chittaks 35 Sq. Ft., more or less, which is lying and situated under Mouza- Syedpur, Pargana- Magura, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 815 & 816, Motilal Gupta Road (Holding No. was 212/302), Road Zone - (Rammohan Roy Road -- Sodepur 1st Lane/Premises Located on Rd), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala, Assessee No. 411220809461, together with all easement rights therein.

TO THE NORTH: Land of Harekrishna Banerjee.

TO THE SOUTH : Land of Swapan Kumar Datta.

TO THE EAST : Motilal Gupta Road.

TO THE WEST : Land of R.S. Dag No. 136.

SCHEDULE "B"**(Said Shop Room)**

ALL THAT One Shop Room measuring about **230 sq. ft. more or less super built up area, on the Ground floor, being Commercial Shop Room No. "...."**, from the Developer's Allocation of the said proposed new building namely, upon the schedule 'A' mentioned premises, and delineated in the Map or Plan herewith annexed and bordered in RED line of the said proposed new building, which is lying and situated under Mouza- Syedpur, Pargana- Magura, R.S. Dag No. 137, 137/628, & R.S. Khatian No. 311, Touzi No.- 23, R.S. No.- 193, J.L. No.-12, being KMC Premises No. 815 & 816, Motilal Gupta Road (Holding No. was 212/302), Road Zone - (Rammohan Roy Road -- Sodepur 1st Lane/Premises Located on Rd), P.S.- Initially Behala, thereafter Thakurpukur, at present Haridevpur, Ward No.- 122, Kolkata-700082, within the Municipal Limits of The Kolkata Municipal Corporation, District 24-Parganas(S), ADSR Behala.

SPECIFICATION**1. FOUNDATION:**

The foundation of the building shall be of reinforced cement concrete.

2. STRUCTURE:

The structure of the building shall be reinforced cement concrete frame structure comprising of R.C.C columns beams slabs etc.

3. WALLS:

The external walls of the building shall be 200mm thick brick and the partition walls inside the flats shall be of 75 mm thick, both to be bounded with cement mortar.

4. PLASTERING:

All internal surface shall be plastered with cement and sand mortar; 12 mm thick and finished with Plaster of Paris. All external walls shall be plastered with cement and sand 19 mm. thick and painted with first class water proof cement paints of reputed make.

5. GROUND FLOOR:

All opening of Ground floor is to be laid with net cement finish.

6. WATER SUPPLY:

One underground water reservoir for storing K.M.C supplied water and one overhead water reservoir are to be provided with adequate horsepower capacity of pump of reputed make or Deep Tubewell with Sule merseble pump set.

SCHEDULE "C"

(Common Expenses)

1. The expenses for maintaining, repairing, decoration work of the said main structure and imparting the road, and drains, water pipe, electric wires and under and upon the building and enjoyed and or used by the PURCHASER in common with other occupiers or PURCHASER of the other flat, the main stair case entrance passage, landings and the building and the boundary walls and an association of the all flat owner is to be formed by the Developer for the maintenance.
The maintenance charge shall be settled at the square feet basis.
2. To cost of cleaning and lighting of the passaging and landings staircase and other passages of the building the PURCHASER in common as aforesaid.
3. To cost of decoration the exterior of the building, bill collectors, chowkidar, sweepers, etc. by the PURCHASER as aforesaid.
4. The cost of working and maintenance of light, water pump, electrical installations of individual meter and service charges borne by the PURCHASER with the help of builder's nominated person.
5. Municipal and other taxes/levies borne by the PURCHASER.
6. Insurance of the building will be borne by the PURCHASER.

SCHEDULE OF PAYMENT

- a) Already paid as an advance of Rs. /- (Rupees) only, at the time of this agreement.
- b) Within Month of July the PURCHASER herein will pay a sum of Rs. /- (Rupees) only, out of rest Rs. /- (Rupees) only.
- c) The PURCHASER herein assures the Developer herein that Within Month of they will complete the registration procedure, after paying of the balance sum of Rs. /- (Rupees) only, to the Developer herein for the Second Schedule mentioned property.

IN WITNESS WHEREOF the Executants hereon have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

WITNESSES

1)

As a constitute Attorney of (1) DR. SWAPAN KUMAR DATTA (2) SMT. RATNA K KUMAR, (3) SMT. PRATIMA DATTA (4) DR. SUSHANT KUMAR DATTA (5) SMT. TANDRA ROY Read over and Understood Pages 1-8, satisfied and signed this Agreement

2)

Drafted by me, as per the documents provided by the parties mentioned hereinabove,

SIGNATURE OF THE OWNER/VENDOR

(BISWAMBAR PAUL)
Advocate.
Alipore Police Court,
Kolkata – 700027.

Read over and Understood Pages 1-8,
satisfied and signed this Agreement
SIGNATURE OF THE PURCHASER

Computer Printed by me.

Advocate Clerk.

Read over and Understood Pages 1-8,
satisfied and signed this Agreement
**SIGNATURE OF
DEVELOPER/CONFIRMING PARTY**

MEMO OF CONSIDERATION

RECEIVED from the within named PURCHASER the within mentioned sum of **Rs. _____** /-
(Rupees _____) only being advance/part payment out of full consideration amount
in respect of the property/Shop Room hereby agreed to be sold, as per memo below:

Transaction Mode	Date	Bank	Branch	Amount
By				Rs. _____ /-

Total Rs. _____ /-
(Rupees _____ only)

WITNESSES :

1)

2)

SIGNATURE OF THE DEVELOPER