

AGREEMENT FOR SALE

THIS AGREEMENT made this the _____ day of _____ two thousand nineteen (2019 A.D.).

BETWEEN

SRI BIVAS CHANDRA ADAK (PAN:ACDPA5268P) son of Late Sambhu Nath Adak, by faith Hindu, by Nationality Indian, by occupation business, residing at 38, Panchanan Ghosh Lane, Kolkata-700009, P.S. Amherst Street, P.O. Raja Ram Mohan Sarani, hereinafter called the "OWNER/ DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors administrators and permitted assigns) of the FIRST PART.

AND

(1) _____ (PAN:.....) wife of _____, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 13, Rajendra Nath Sen Lane, Kolkata-700006, P.S. Girish Park, P.O. Beadon Street, (2) _____ (PAN:.....) wife of _____ by faith Hindu, by Nationality Indian, by occupation housewife, residing at _____ and (3) _____ (PAN:.....) wife of _____ by faith Hindu, by Nationality Indian, by occupation housewife, residing at 13, Rajendra Nath Sen Lane, Kolkata-700006, P.S. Girish Park, P.O. Beadon Street, hereinafter referred to as the joint "PURCHASERS" (which expression shall excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

WHEREAS one Jogendra Lal Sinha, since deceased was the erstwhile sole and absolute owner and was lawfully and absolutely seized and possessed of all otherwise well and sufficiently entitled to the properties among others the Municipal Premises No.28, Badur Bagan Street, now known as 28, Biplabi Pulin Das Street, Kolkata-700009, P.S. Amherst Street, containing the land measuring about 02 cottahs, 08 chittacks and 33 square feet more

or less, morefully and particularly described in the First Schedule hereunder and hereinafter referred to as the said "PROPERTY".

AND WHEREAS subsequently said Jogendra Lal Sinha was a Hindu Governed by the Bengal School of Hindu Law died intestate sometime in or about the year 1921 leaving behind his surviving legal heirs his widow Smt. Sekhar Basini Sinha and three sons viz. Jitendra Kr. Sinha, Manindra Kr. Sinha and Barendra Kr. Sinha since deceased, who inherited all the properties left by the said Jogendra Lal Sinha jointly including the Premises No.28, Biplabi Pulin Das Street (formerly 28, Badur Bagan Street), Kolkata-700009, and thus they were become joint owners of undivided 1/4th share each and absolutely seized and possessed off and/or well sufficiently entitled to the said property, described in the first schedule hereunder.

AND WHEREAS thereafter said Manindra Kr. Sinha died intestate some time in or about in the year 1946 leaving behind him surviving Smt. Parul Sinha, his widow and Panchanan Sinha as his only son, who are jointly inherited and became the owners of the said properties left by the said Jogendra Lal Sinha jointly including the Premises No.28, Biplabi Pulin Das Street (formerly 28, Badur Bagan Street), Kolkata-700009.

AND WHEREAS thereafter said Barendra Kr. Sinha died intestate some time in or about in the year 1954 leaving behind him surviving Smt. Nilima Sinha, his widow and Dilip Sinha as his only son, who are jointly inherited and became the owners of the said properties left by the said Jogendra Lal Sinha jointly including the Premises No.28, Biplabi Pulin Das Street (formerly 28, Badur Bagan Street), Kolkata-700009.

AND WHEREAS accordingly the said Smt. Sekhar Basini Sinha was a Hindu Widow governed by Bengal School of Hindu Law held amongst others properties including the said Premises No.28, Biplabi Pulin Das Street, Kolkata-700009 as her widow's estate prior to the passing of Hindu Succession act, in the year 1956 and the Municipal record was mutated in her name on the death of the said Jogendra Lal Sinha. The Said Smt. Sekhar Basini Sinha at all material time remained seized and possessed of all the properties of Jogendra Lal Sinha jointly with his other heirs and became entitled to undivided 1/4th shares as full owner among other the said Premises No.28, Biplabi Pulin Das Street, Kolkata-700009.

AND WHEREAS subsequently said Smt. Sekhar Basini Sinha died intestate in the year 1959 leaving behind her surviving successors, her living son Jitendra Kr. Sinha, his

daughter-in-laws, Smt. Parul Sinha wife of Late Manindra Kr. Sinha and Smt. Nilima Sinha wife of Late Barendra Kr. Sinha and two grandsons namely Panchanan Sinha son of Late Manindra Kr. Sinha and Sri Dilip Sinha son of Late Barendra Kr. Sinha, who inherited her undivided 1/4th share in the estate of Jogendra Lal Sinha amongst other properties including the Premises No.28, Biplabi Pulin Das Street , Kolkata-700009.

AND WHEREAS thus after the demise of said Smt. Sekhar Basini Sinha, her surviving living son Jitendra Kr. Sinha became the owner of undivided 1/3rd share of the said property and jointly said Smt. Parul Sinha and Panchanan Sinha being widow and son of Late Manindra Kr. Sinha became the owner of undivided 1/3rd share of the said property and jointly said Smt. Nilima Sinha and Dilip Sinha being widow and son of Late Barendra Kr. Sinha became the owner of undivided 1/3rd share of the said property being Premises No.28, Biplabi Pulin Das Street , Kolkata-700009, morefully described in the first schedule hereunder.

AND WHEREAS subsequently said Jitendra Kr. Sinha also died intestate on 18th June, 1962 leaving behind him surviving Smt. Maya Rani Ghosh as his only daughter and heiress and his wife having predeceased him and accordingly by the order of the Court dated 14th September, 1962, Smt. Maya Rani Ghosh was substituted in place of Jitendra Kumar Sinha since deceased, who became entitled to undivided 1/3rd share amongst other properties including the Premises No.28, Biplabi Pulin Das Street , Kolkata-700009.

AND WHEREAS thereafter the said Nilima Sinha instituted a Partition and Administration suit being No.1567 of 1961 in the Hon'ble High Court at Kolkata on 21st September, 1961 against Jitendra Kumar Sinha, Smt. Parul Sinha, Panchanan Sinha, Dilip Kumar Sinha, for declaration of shares of the parties in respect of all the immovable properties of the said Jogendra Lal Sinha, for partition by metes and bounds and allotments in severalty of the shares of the parties and alternatively sale of the properties as are not capable of partition and division of the sale proceeds among other reliefs.

AND WHEREAS thereafter the said Jitendra Kr. Sinha also died intestate on 18th June, 1962 leaving behind him surviving Smt. Maya Rani Ghosh and his only daughter and heiress and his wife having predeceased him and accordingly by the order of the Court dated 14th September, 1962 Smt. Maya Rani Ghosh was substituted in place of Jitendra Kumar

Sinha who became entitled to 1/3rd share amongst other including the Premises No.28, Biplabi Pulin Das Street , Kolkata-700009.

AND WHEREAS thereafter by and under a preliminary decree dated 10th June, 1966 passed by the Hon'ble High Court at Kolkata, the shares of all the parties to the said suit being heirs of the said Jogendra Lal Sinha since deceased were declared and the shares of Maya Rani Ghosh and the said Smt. Nilima Sinha were declared to be 1/3rd and 1/6th respectively in the said undivided properties inherited by them from said Jogendra Lal Sinha and Smt. Sekhar Basini Sinha. The share of respective parties and schedule of properties shall appear from the schedule of Partition of the said suit.

AND WHEREAS accordingly to the said Preliminary decree it was further ordered that the joint immovable properties mentioned in schedule of the plaint and the written statement of the defendants filed in the said suit including the premises No.28, Biplabi Pulin Das Street, Kolkata would be partitioned by metes and bounds in four several lots and allotted to the parties according to their respective shares to be hold and enjoyed by them in severalty and absolutely and Sri Jyoti Ghosh, Advocate was appointed Commissioner of Partition for the purpose aforesaid.

AND WHEREAS in pursuance of the said decree the said Commissioner of Partition duly partitioned the said joint immovable properties whereby and wherein he divided the said Premises No.28, Biplabi Pulin Das Street , Kolkata-700009, in two several lots being Lot-"B" and Lot-"C" in his return submitted to the Hon'ble Court dated 1st February, 1972. In the said return of Commissioner of Partition the said LOT-"B" was allotted to Smt. Maya Rani Ghosh, to be held and enjoyed by her in severalty and absolutely as and for her undivided 1/3rd share or interest in the entire joint immovable properties. In the line manner the said LOT-"C" containing the land measuring about 1 cottah, 1 chittacks and 07 square feet, was allotted to Smt. Nilima Sinha to be held and enjoyed by her in severalty and absolutely as and for her 1/6th share or interest in the said joint immovable properties.

AND WHEREAS in pursuant of the final decree dated 16th August, 1976 it was inter-alia ordered and decreed that the said return of Commissioner of Partition with all things therein contained do stand ratified and confirmed and to be duly observed and performed by the parties to the said suit according to the terms and meaning thereof.

AND WHEREAS thereafter in the event that had happened as stated hereinabove, the said Maya Rani Ghose is now lawfully seized and possessed of or otherwise well and sufficiently entitled to in fee simple in possession of the Divided portion being Lot-B referred to in the return of the Commissioner of Partition All That the piece and parcel of land measuring about 1 cottah 7 chittacks and 26 square feet a little more or less togetherwith two storied building standing thereon or on part thereof togetherwith all messuage tenement, hereditament ways path-ways panels, boundary wall, pits and all rights appurtenants thereto lying and situated on the Western portion of the said premises No.28, Biplabi Pulin Das Street, Kolkata-700009, therein shown in lot "B" and coloured RED.

AND WHEREAS thereafter two Agreements for Sale was executed out of which one dated 25th November, 1987 executed by and between the Jayanti Dhar since deceased and Smt. Nilima Sinha and another Agreement dated 25th November, 1987 executed by and between Jayabnti Dhar and Smt. Maya Rani Ghosh and it was agreed that the said Nilima Sinha and Smt. Mayarani Ghosh shall sale the entire divided portion falling in her absolute share to the said Jayanti Dhar since deceased and the said Jayanti Dhar agreed to purchase the same at and for the consideration price mentioned in the said two agreement.

AND WHEREAS subsequently by virtue of a registered Deed of Conveyance, dated 5th August, 1988 the said Jayanti Dhar since deceased has purchased the said property from the Smt. Nilima Sinha, vide Deed No.8695 for the year 1988 and on the same date the said Jayanti Dhar since deceased has purchased the property from Smt. Maya Rani Ghosh vide Deed No.8694 for the year 1988.

AND WHEREAS thus the said Jayanti Dhar wife of Late Gopal Chandra Dhar became the sole and absolute owner and seized possessed of and/or well sufficiently entitled to the said property All That the piece and parcel of land measuring about 2 cottahs, 08 chittacks and 33 square feet more or less togetherwith the two storied tenanted dwelling house and premises situated and lying at Premises No.28, Biplabi Pulin Das Street (formerly 28, Badur Bagan Street), Kolkata-700009, P.S. Amherst Street, within the limits of Kolkata Municipal Corporation under Ward No.38, District Kolkata, morefully and particularly described in the Schedule hereunder written.

AND WHEREAS accordingly the said Jayanti Dhar mutated and separated her portion before the Kolkata Municipal Corporation and recorded her portion being Municipal

Premises No.28, Badur Bagan Street, now known as Biplabi Pulin Das Street, Kolkata-700009, under Ward No.38, being Assessee No.11-038-07-0035-9.

AND WHEREAS subsequently said Jayanti Dhar died intestate on 18th July, 2008 leaving behind her daughter **SUMITA DHAR** being her only legal heir and successor and according to the Hindu Succession Act, after the demise of said Jayanti Dhar, the said Sumita Dhar inherited and/or became the sole and absolute owner of the property All That the two storied brick built messuage dwelling house and premises togetherwith the piece and parcel of land measuring about 02 cottahs, 08 chittacks and 33 square feet be the same a little more or less situated and lying at Premises No.28, Biplabi Pulin Das Street (formerly 28, Badur Bagan Street), Kolkata-700009, P.S. Amherst Street, within the limits of Kolkata Municipal Corporation under Ward No.38, District Kolkata, morefully and particularly described in the First Schedule hereunder and hereinafter referred to as the said "PROPERTY".

AND WHEREAS since then the said Smt. Sumita Dhar became the sole and absolute owner and thus seized possessed of and/or well sufficiently entitled to the said entire property being Premises No.28, Biplabi Pulin Das Street, Kolkata-700009, P.S. Amherst Street, alongwith the right of three occupiers.

AND WHEREAS thereafter the said Smt. Sumita Dhar declared to sale and transfers the said property being Premises No.28, Biplabi Pulin Das Street, Kolkata-700009, P.S. Amherst Street, as is where is basis and after the knowing the intention of the owner, the present owner Sri Bivas Chandra Adak offered to purchaser the said property at the consideration money mentioned therein.

AND WHEREAS after negotiation in between the said Sumita Dhar and Sri Bivas Chandra Adak, by virtue of a registered Deed of Conveyance dated 10th day of May, 2013, which was registered in the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No.I, CD Volume No.21, Pages 2101 to 2125, being No.06635, for the year 2013, the said **SUMITA DHAR** sold conveyed and transferred the said property ALL THAT the two storied brick built messuage dwelling house and premises togetherwith the piece and parcel of land measuring about 02 cottahs, 08 chittacks and 33 square feet be the same a little more or less situated and lying at Premises No.28, Biplabi Pulin Das Street (formerly 28, Badur Bagan Street), Kolkata-700009, P.S. Amherst Street, within the limits of Kolkata Municipal Corporation under Ward No.38, District Kolkata, morefully and

particularly described in the First Schedule hereunder and hereinafter referred to as the said "PROPERTY".

AND WHEREAS thus the said Sri Bivas Chandra Adak, became the sole and absolute owner of the entire property being Premises No.28, Biplabi Pulin Das Street, Kolkata-700009, P.S. Amherst Street and accordingly mutated his name in the record of the Kolkata Municipal Corporation in Ward No.38, being Assessee No.11-038-07-0035-9.

AND WHEREAS thereafter the owner, the party of the First Part herein got the sanctioned building plan vide Plan No.B.P.2018040128, dated 28.02.2019, from the Kolkata Municipal Corporation to develop and/or construct the new building at on the schedule plot of land written hereunder.

AND WHEREAS the Owner/DEVELOPER herein have already stated the construction therein as per said sanctioned Building plan issued by the Kolkata Municipal Corporation for construction of new building at Premises No.28, Biplabi Pulin Das Street, Kolkata-700009, P.S. Amherst Street, described in the first schedule hereunder.

AND WHEREAS during course of construction the Owner/Developer the party of the First Part herein, expressed his intention to sell flats to complete the building out of consideration/ booking to be raised from the intending purchasers and accordingly the Owner/ Developer herein agreed to enter into an Agreement to sell with intending purchaser/s upon the terms and conditions may be agreed upon between the parties.

AND WHEREAS after satisfaction regarding the title of the property, the purchasers herein have contacted with the Owner/Developer to purchase one Flat on the on the ground floor North-East side measuring about \dots more or less super built up area situated and lying at Premises No.28, Biplabi Pulin Das Street, Kolkata-700009, P.S. Amherst Street, morefully described in the Second Schedule hereunder.

AND WHEREAS the Owner/Developer has agreed to sell and the purchasers have agreed to purchase the Flat on the ground floor North-East side measuring about 300 sq.ft. more or less super built up area, morefully and particularly mentioned in the Second Schedule hereunder written including undivided proportionate share or interest in land fully mentioned in the First Schedule below together with proportionate right in common areas and facilities described in the third Schedule hereunder written and the purchasers have agreed to

purchase the same free from all encumbrances and attachments whatsoever at a total consideration price of Rs. _____ = (_____) only towards the costs of the Flat @ _____ = per square feet. Provided the consideration money will increase or decrease according to the measurement of exact area of the flat, which will be calculated after completion in all respect of the said flat-in-question.

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

- 1) The Purchasers have already take inspection and have satisfied themselves prima facie about title of the Vendor and right to construct the said building and to sell the flat to the purchasers.
- 2) For purchase the said ground floor flat with undivided proportionate share of land and common areas and facilities (hereinafter collectively called "the said Unit") described in the second schedule hereunder, the purchasers shall be liable to pay the total consideration price of _____ = _____ to the owner/Developer herein in the manner as set out in the **Fifth Schedule hereunder** written.
- 3) In the event of the Purchasers failing or neglecting or refusing to pay the balance consideration amount, of the said flat, as per fifth schedule mentioned herein below, in that case, the owners/Developer shall at liberty to serve notice to cancel this agreement and the advance amount will be returned to the purchaser by the Developer by deducting 5% on the advance amount for incidental expenses of the above booking of flat, within one month from the date of issuance of the notice for cancellation of this agreement.
- 4) The Owner/Developer herein agreed to complete the construction of the said Flat with good materials in proper workmanship manner as per the specification mentioned herein below and to deliver to the purchase vacant possession of the said flat in the habitable condition for ready use enjoyment and occupation within 12(twelve) months from the date of signing of this agreement, subject to the conditions or incidents or accidents taking place for reason beyond the control of the Owner/Developer and also subject to the Purchasers making full payment of all moneys payable under this agreement by the Purchasers to the Developer herein.