

**AGREEMENT FOR SALE**

This Agreement for Sale is made on this **22<sup>nd</sup>** day of **SEPTEMBER 2020**.

**BETWEEN**

**KKMM CONSTRUCTIONS PVT. LTD. (PAN - AAFCK2694C)**, a company incorporated under the Companies Act, 1956 (as amended up to date) and having its registered office at Mercantile Building **Mercantile Building Block - B, 3<sup>rd</sup> Floor, Room No. 3049B, 9/12, Lal Bazar Street, P.S. - Hare Street, P.O.- GPO, Kolkata - 700001**, represented by its Directors namely **(1) KARAN KOCHAR** (PAN - ALMPK8040M, Aadhaar No. 417554360936), S/o - Jagat

Kochar, **(2) KUNAL KOCHAR** (PAN - AXWPK6159M, Aadhaar No. 827430212513), S/o - Jagat Kochar, **(3) VISHAL GARG** (PAN - ALUPG5460B, Aadhaar No. 858129851318), S/o - Suresh Kumar Garg, hereinafter called and referred to as the **VENDORS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns ) of the **FIRST PART.**

**AND**

**SRI AMIT ROY (PAN - AJPPR2744G), S/O - Mr. Ashok Roy**, by faith - **Hindu**, by occupation - **BUSINESS**, by Nationality - **Indian**, and **SMT APARNA ROY (PAN - BVTPR9487F) W/O - Mr. Amit Roy**, by faith - **Hindu**, by occupation - **HOUSEWIFE**, by Nationality - **Indian both** residing at **518B SISHU UDYAN , EAST UDAYRAJPUR , VIVEKANADA NAGAR , MADHYAMGRAM (M) , NORTH 24 PARGANAS , WEST BENAGL - 700 129** , hereinafter called and referred to as the **PURCHASER** (which 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 assigns ) of the **SECOND PART.**

**WHEREAS** at all material point of times and for all intents and purposes one Suresh Chandra Basu Thakur was the recorded owner of land measuring about 5 decimals equivalent to 3 Cottahs lying and situated at Mouza - Chakraghata, J.L. No. 26, comprised under R.S. Dag No. 412/986 & 412/987, under R.S. Khatian No. 579, P.S. - Barasat, Dist. - North 24 Parganas.

**AND WHEREAS** said Suresh Chandra Basu Thakur also purchased All That piece and parcel of land measuring about 13 decimals equivalent to 08 Cottahs more or less lying and situated at Mouza - Chakraghata, J.L. No. 26, comprised under R.S. Dag No. 412 under R.S. Khatian No. 579, P.S. - Barasat,

Dist. – North 24 Parganas by virtue of a Deed of Conveyance Being No. 3934 of 1954 registered in the office of SR North 24 Parganas.

**AND WHEREAS** the said Suresh Chandra Basu Thakur thus became the owners of the land measuring about 18 decimals i.e. 10 Cottahs 14 Chittacks 18 sq. ft. more or less, lying and situated at Mouza – Chakraghata, J.L. No. 26, comprised under R.S. Dag No. 412, 412/986, 412/987, L.R. Dag No. 2792 under R.S. Khatian No. 579, P.S. – Barasat, Dist. – North 24 Parganas more fully and particularly described in the schedule written hereunder and hereinafter and shall referred to as the “said property”.

**AND WHEREAS** the said Suresh Chandra Basu Thakur while seized and possessed of the said land died intestate leaving behind him one son Birendra Kumar Bose @ Basu Thakur as his legal heirs, heiresses and successors as per the provisions of Hindu Succession Act, 1956 who became the owners of the said land measuring about 18 decimals i.e. 10 Cottahs 14 Chittacks 18 sq. ft. more or less, lying and situated at Mouza – Chakraghata, J.L. No. 26, comprised under R.S. Dag No. 412, 412/986, 412/987 under R.S. Khatian No. 579, P.S. – Barasat, Dist. – North 24 Parganas.

**AND WHEREAS** said Suresh Chandra Basu Thakur while seized, possessed and otherwise well and sufficiently entitled to and enjoyed the above mentioned property duly recorded his name in the B.L. & L.R.O. record in respect of the said land.

**AND WHEREAS** the said Birendra Kumar Bose @ Basu Thakur while seized and possessed of the said property also died intestate on 05-07-1991 leaving behind him his wife Chhaya Basu @ Basu Thakur and two sons namely Bidyut Kumar Basu Thakur, Biplab Kumar Basu Thakur and two daughters namely Shayamlika Dutta and Malabika Bose and subsequently the widow of Birendra Kumar Bose @ Basu Thakur i.e. Chhaya Basu also died intestate on 26-07-

2012 leaving behind her abovementioned two sons and two daughters as her legal heirs, successors as per the provisions of Hindu Succession Act, 1956.

**AND WHEREAS** after the demise of said Birendra Kumar Bose @ Basu Thakur and Chhaya Basu the said Bidyut Kumar Basu Thakur, Biplab Kumar Basu Thakur, Shayamlika Dutta and Malabika Bose became the joint owners each having 1/4<sup>th</sup> share of the said land measuring about 18 decimals i.e. 10 Cottahs 14 Chittacks 18 sq. ft. more or less, lying and situated at Mouza – Chakraghata, J.L. NO. 26, comprised under R.S. Dag No. 412, 412/986, 412/987, L.R. Dag NO. 2792 under R.S. Khatian No. 579 and duly recorded their names in the B.L. & L.R.O. record under L.R. Khatian No. 1889, 1890, 1891 & 1892 as well as in the Municipal assessment record under Holding No. 92, Bankimpally (West) street.

**AND WHEREAS** the said Shayamlika Dutta and Malabika Bose while jointly seized and possessed of the said property had gifted 5 Decimals of land i.e. 2.5 decimals **each** out of their shares upon the said property to their brothers and joint owner namely Bidyut Kumar Basu Thakur, Biplab Kumar Basu Thakur by virtue of the registered Deed of Gift registered in the office of A.R.A. II, Kolkata and recorded in Being No. **750 of 2020**.

**AND WHEREAS** the said Bidyut Kumar Basu Thakur, Biplab Kumar Basu Thakur, Shayamlika Dutta and Malabika Bose, while seized and possessed the aforesaid land by constructing a structure thereon, intended to sale out the entire **ALL THAT** piece and parcel of land measuring about **18 decimals equivalent to 10 Cottahs 14 Chittacks 18 Sq. ft. more or less along with a structure measuring about 929 sq. ft. more or less** lying and situated at **Mouza – Chakraghata, J.L. No. 26**, comprised under **L.R. Dag No. 2792, under Khatian No. 1889, 1890, 1891 & 1892**, P.S. – Barasat presently Madhyamgram, under Madhyamgram Municipality, Ward NO. 23, Holding No.

92, Bankimpally (West) Street, Dist. – North 24 Parganas and We, (1) Karan Kochar, (2) Kunal Kochar, both S/o – Late Jagat Kochar and (3) Vishal Garg, S/o –Suresh Kumar Garg, All are Director of KKMM CONSTRUCTIONS PVT. LTD. purchased the said **18 decimals equivalent to 10 Cottahs 14 Chittacks 18 Sq. ft. more or less land along with a structure measuring about 929 sq. ft. more or less** through a registered Deed of Conveyance being No. 770/2020 dated 11-02-2020, registered in the Office of A.R.A. – II, Kolkata, recorded in Book No. I, Volume No. 1902-2020 Pages from 34043 to 34089 and has been possessing and enjoying the said property without interruption of others from any corner.

**AND WHEREAS** the Vendors herein decided to erect a multistoried building over the said land by demolishing the existing structure thereon and in that motive they sanctioned a building plan from the concerned **Madhyamgram municipality** vide **Plan** No. **COM-19/MM/2020 - 2021** dated **29/06/2020** and constructed a **G+4** multistoried building there namely **SAPPHIRE** Apartment which includes several flats/Shops/Garage etc.

**AND WHEREAS** the Vendors herein declare to sell their one **Flat NO – 3E** on the **THIRD Floor, SOUTH - EAST Side**, measuring **Super built up area 1579 Sq. ft.** more or less consisting of **FOUR** Bed Room, **ONE (Living-cum-Dining)** Space, **ONE** (Kitchen) **TWO** (Toilet) **ONE** (WC), and **TWO** (Varandah) and the Purchaser herein upon knowing the declaration of the vendor the Purchaser agrees to purchase the said Flat particularly mentioned and described in the schedule “B” hereunder as an absolute estate free from all encumbrances, attachments, charges and other claims and demands with a consideration of **Rs. 39,44,365/- (Rupees Thirty-Nine Lakhs Forty-Four Thousand Three Hundred and Sixty-Five Only)** subject to the terms and conditions hereunder contained.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS AND IS HEREBY  
AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The Vendors agree to sale and the Purchaser agrees to purchase the said one **Flat NO – 3E** on the **THIRD Floor, SOUTH - EAST Side**, measuring **Super built up** area **1579 Sq. ft.** more or less consisting of **FOUR** Bed Room, **ONE (Living-cum-Dining)** Space, **ONE** (Kitchen) **TWO** (Toilet) **ONE** (WC), and **TWO** (Verandah) and the Purchaser herein upon knowing the declaration of the vendor the Purchaser agrees to purchase the said Flat particularly mentioned and described in the schedule “B” hereunder written as an absolute estate or an estate equivalent thereto subject to a good and marketable title being made in respect thereof and the property being found free from all encumbrances, attachments, liens, charges and other claims and demands at or for the total consideration money of **Rs. 39,44,365/- (Rupees Thirty-Nine Lakhs Forty-Four Thousand Three Hundred and Sixty-Five Only)** subject to the terms and conditions hereunder contained.
2. That the PURCHASER will pay **Rs.4,00,000/- (Rupees Four Lakhs Only)** through Cheque as an advance money and the balance of the consideration money amounting to **Rs. 35,44,365/- (Rupees Thirty-Five Lakhs Forty-Four Thousand Three Hundred and Sixty-Five Only)** shall be paid to the Vendor as per the constructions schedule mentioned in **SIXTH Schedule** hereunder from the date of execution of this Agreement.
3. That it has further been mutually agreed among the parties to this Agreement that if the Purchaser fails to make payment of any of the

subsequent instalments, as mentioned in the **SIXTH SCHEDULE** herein below or otherwise determines and/or rescinds and/or cancels this Memorandum of Agreement or wants to cancel the booking of the Flat, as aforesaid, the **OWNER/VENDOR** and the **DEVELOPER /PROMOTER/BUILDER/ CONFIRMING PARTY**, shall forthwith cancel the instant Agreement for Sale and will refund the earnest money received by them, till that point of time, after making deduction of the **20%** of the entire amount of consideration, payable by the Purchaser in respect of the Flat and such amount will be refunded only after selling the said Flat to other intending Purchaser(s) of the said flat.

4. That the Vendors will be bound to pay up-to-date municipal tax, electric and maintenance charges to the competent authority prior to the completion of deed of conveyance based upon this Agreement for Sale.
5. The parties herein covenant to complete the Sale transaction and to execute the Absolute Sale Deed from the date of the agreement within **24 (TWENTY-FOUR)** months without fail.
6. It is agreed by and between the parties that all expenses towards stamp duty and registration charges shall be borne by the Purchaser only.
7. The **SELLERS** confirms with the **PURCHASER** that they have not entered into any agreement for sale, mortgage or exchange whatsoever with any other person relating to the Schedule Property of this Agreement.
8. The **SELLERS** hereby assure the **PURCHASER** that they have absolute power to convey the same and there are no encumbrances, liens, charges, Government dues, attachments, acquisition, or requisition, proceedings etc.

9. The SELLERS agree to put the PURCHASER in absolute and vacant possession of the schedule Flat after executing the sale deed and registering the same in the jurisdictional Registrar's office.
10. The SELLERS covenant with the PURCHASER that they will not do any act, deed or thing creating any charge, lien or encumbrance in respect of the schedule property during the subsistence of this Agreement.
11. The SELLERS have specifically agreed and covenants with the PURCHASER that they will do all acts, deeds and things which are necessary and requisite to convey absolute and marketable title in respect of the schedule property in favor of the PURCHASER or his nominees.
12. The PURCHASER shall have the right to nominate or assign her right under this agreement to any person / persons of their choice and the SELLERS will execute the Sale Deed as per terms and conditions of this Agreement in favor of the PURCHASER or his nominee or assignee.
13. It is agreed by and between the parties that if in future in continuation of the tenure of this covenant, in absence of the Vendors/First Party the compliance of the instant Agreement should be executed in all respect in Toto by their legal heirs and successors within the stipulated period and on the other hand it is also agreed by and between the parties that if in future in continuation of the tenure of this covenant, in absence of the Purchaser/Second Party, the compliances of the instant agreement should be executed in all respect in Toto by his legal heirs and successors within the stipulated period.
14. It is hereby expressly provided and agreed by the parties here to that both parties are entitled to enforce specific provisions of the



agreement against each other in case of breach of any conditions mentioned in this Agreement.

15. That in spite of readiness and willingness on part of the Purchaser to purchase the said Flat, as aforesaid, if the **OWNER/VENDOR** and the **DEVELOPER /PROMOTER/BUILDER/ CONFIRMING PARTY** fails and/or neglects to execute and register the proper Sale Deed with simultaneous delivery of peaceful and vacant physical possession thereof within the time stipulated hereinabove, in that event the Purchaser shall be entitled to get the refund of the amount of payment made along with 10% of the paid amount, as damages or interest from the **OWNER/VENDOR** and the **DEVELOPER /PROMOTER/BUILDER/ CONFIRMING PARTY**.

16. Any dispute or differences which may arise by and between the parties hereof with regards to construction meaning and/or effect the provision of the present agreement or any part thereof relating to the respective rights, duties and obligations of the parties, shall be referred to Arbitration with the meaning of the "Arbitration and Conciliation Act, 1996 including its statutory modification and re-enactment".

17. That it has further been agreed among the parties to this Agreement that in case any additional work apart from the works mentioned in the **FIFTH SCHEDULE** hereunder written, is required to be carried on, at the instance of the Purchaser, in that case the Purchaser shall have to pay extra money as per the estimate and assessment made by the **DEVELOPER /PROMOTER/BUILDER/ CONFIRMING PARTY**.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(Description of entire land)**

**ALL THAT** piece and parcel of Bastu land measuring an area of **18 decimals equivalent to 10 Cottahs 14 Chittacks 18 sq. ft.** along with structure measuring about 929 sq. ft. be the same a little more or less laying and

situated at Mouza – Chakraghata, J.L. No. 26, comprised under R.S. Dag No. 412, 412/986 & 412/987, L.R. Dag No. 2792 under R.S. Khatian No. 579, L.R. Khatian No. 1889, 1890, 1891 & 1892, being Municipal Holding No. 92 Bankimpally (West) Street, Ward No. 23, within Madhyamgram Municipality, Additional District Sub- Registry office Barasat in the District North 24 Parganas, along with a multistoried building by demolishing the existing structured with all easement rights which is butted and bounded by:-

ON THE NORTH BY – Municipal Road.

ON THE SOUTH BY – Property of Late Narayan Sarkar & others.

ON THE EAST BY – Property of Asit Pal & others.

ON THE WEST BY – Ashray Apartment.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**(DESCRIPTION OF FLAT)**

**ALL THAT** piece and parcel of a self-contained one **Flat NO – 3E** on the **THIRD Floor, SOUTH - EAST Side**, measuring **Super built up** area **1579 Sq. ft.** more or less consisting of **FOUR** Bed Room, **ONE (Living-cum-Dining)** Space, **ONE** (Kitchen) **TWO** (Toilet) **ONE** (WC), and **TWO** (Verandah) along with the **undivided proportionate** share of land of the said building at Municipal Holding No. 92 Bankimpally (West) Street, Ward No. 23, within Madhyamgram Municipality, P.S. - Madhyamgram TOGETHER WITH proportionate share or interest in the land described in the **First Schedule** written hereinabove.

FLAT	BLOCK	TYPE	Covered Area (SFT)	Prop staircase Area (SFT)	Total Built-up Area (SFT)	Super Built-up AREA
3E	I	4 BHK	1177	107	1284	1579

On the North : LOBBY AND STAIR-CASE

On the South : OPEN TO SKY

On the East : OPEN TO SKY

On the West : FLAT 4D

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

**THE COMMON AREAS AND UTILITIES AREA**

1. The entire land or space lying vacant within the said premises.
2. The spaces within the building comprised of the entrance hereto staircase landings, lobbies and the common toilets if any.
3. The foundation columns, girders, beams, supports, mail walls, the main gates of the premises and the possess landings to the building and the staircase.
4. The installations for common services such as the drainage system in the premises, water supply arrangement in the premises and electric connection and other civic amenities if any to the premises.
5. Reservoir on the top floor and reservoir in the Ground Floor of the building, pump, motor pipes ducts and all apparatus and installations in the premises for common use.

6. Septic Tanks, soak pits and the sewerage lines thereto connected.

7. The Cost of maintenance of the roof will bear by all the occupiers. The Purchaser may use the roof of the building purely on temporary basis i.e. for holding any social or marriage functions with the consent of the Developer /Association and the Purchaser shall clear the roof after the function is over at their own cost. The Developer shall have the right to dish Antenna, Hoarding, Tower etc. The Purchaser shall have no objection for the same.

8. Lift and lift wall

HOWEVER Flat owners shall have the right to go to terrace for inspection of the overhead water Reservoirs, pipes line and install T. V. Antenna and said mechanics to repair the same.

9. All other areas, facilities and amenities in the premises with are intending for common use.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**COMMON EXPENSES**

1. The expenses of maintaining repairing, reconstructing and renewing the main structure and the drainage system rain water discharges arrangements for supply of electricity and all common areas contained in the said premises.

2. The costs of cleaning and lighting the entrance of the building the passage and space around the building, lobby corridors, staircases.

3. Costs of repairing and decorating the exterior of the building.

4. All taxes levies and impositions deposits etc. for the premises as a whole.

5. All litigations costs relating to the common portion parts and common interest in the building.

6. All salaries wages, fees, and remuneration of all workmen Staff and experts engaged and hired for the common purposes.
7. Cost of maintaining operating replacing and installing implements including pump, motor, pipes lights etc. for common services.
8. Premium of insurance for the building if any.
9. Such expenses as would be necessary for or incidental to the said maintenance and up-keep of the premises and the common areas facilities and amenities.
10. Lift and lift wall Site plan of Flat at Third Floor (RED MARK) enclosed is a part of Deed of Conveyance.

### **FIFTH SCHEDULE REFERRED TO ABOVE**

#### **SPECIFICATION FOR THE PROPOSED CONSTRUCTION**

##### **STRUCTURE**

- Reinforced Concrete Frame Structure with Premium Quality Cement. (ULTRATECH OR SIMILAR)

##### **WALLS**

- Conventional Fly Ash Brick/AAC Block/ Red Bricks for Internal and External Walls, Plastered with Cement
- Smooth Impervious Plaster of Paris/Putty Inside and in The Common areas

##### **FLOORING**

- Vitrified Tiles in Bedrooms, Living/Dining Area & Kitchen.
- Anti-Skid Ceramic Tiles in Bathrooms.
- Glazed Tiles On the Bathroom Walls Up to Height of the Door.
- Common Staircase and Lobby in Vitrified Ceramic Tiles/Equivalent Marble Finish

##### **KITCHEN**

- Black Stone Platform/Counter Tops.
- Dado Tiles Up to 2ft.Above The Counter/Platform.

- Stainless Steel Sinks with Provision for Water Line for Aqua guard

### **WINDOWS**

Fully Glazed Sliding Anodized Aluminum Window with 4mm Clear Glass/One Way Clear with 1.40mm Thick Aluminum Frames.

### **ELECTRICAL**

- Concealed Copper Wiring (ISI Mark)
- Ample Electrical Points in Bedroom, Living/Dining, Kitchen and Bathrooms.

### **LIFT**

- Semi-Automatic Lift of MME/MML Elevators Or Equivalent Make.

### **DOOR**

- 32mm Wooden Flush Doors with 2 Coats of Primer.

### **PLUMBING & SANITARY FITTINGS**

- Quality White Sanitary Ware Fittings (PARRYWARE/ESSCO etc.)
- Hot & Cold Water Lines in Shower.
- Geyser and Exhaust Fan Provision.
- CP Fittings of Good Quality Make.

### **EXTERNAL FACADE**

- Quality Superior Sun Reflect/Weather Proof Exterior Finish.

**SIXTH SCHEDULE REFERRED TO ABOVE**

**(SCHEDULE OF PAYMENT)**

• On booking	:	10%
• On Completion of Foundation	:	10%
• On Completion of 1 <sup>ST</sup> Floor Slab	:	10%
• On Completion of 2 <sup>ND</sup> Floor Slab	:	10%
• On Completion of 3 <sup>RD</sup> Floor Slab	:	10%
• On Completion of 4 <sup>TH</sup> Floor Slab	:	10%
• On Completion of Roof Slab	:	10%
• On completion of the Brick work of the flat	:	10%
• On completion of the inner & outer plaster	:	10%
• At the time of registration	:	
And simultaneous delivery of possession	:	10%

**## Extra Charges: -**

1. **Legal Charges:** Rs.50,000. (To be done our Lawyer)  
**(Scope of Work):** Drafting of Agreement for sale, deed of conveyance, blue print, completes registration formalities.
2. **Transformer Charges:** Included in above Price
3. **Electricity Charges:** At actual.
4. Registry Fees, Stamp Duty and other government fees will be borne by the Purchaser/Buyer in respect of the unit purchased.
5. **AC Point Connection** – Included in above Price
6. **Collapsible Grill** – Included in above Price
7. **Window Grill** – Included in above Price  
**(Scope of Work):** Full grill in every bedroom, kitchen and balcony.
8. **Generator Charges** – Included in above Price
9. The effective rate of GST has been taken as 2.5% CGST and 2.5% SGST. From **1<sup>st</sup> April 2019** the Buyer is liable to pay **GST @ 5%** in addition to every instalment amount payable to developer.  
**Further, all applicable taxes or other notification as and when declared by government/ any regulatory body will be borne by the buyer. (Included in above Price)**

**IN WITNESS WHERE OF THE PARTIES** here to have said & subscribed their respective hands & seals on the day, month & year 1st above written.

**WITNESSES:**

1.

2.

3.

---

(SIGNATURE OF THE VENDORS)

---

(SIGNATURE OF THE PURCHASER)



