



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

23AA 756911

AGREEMENT FOR SALE

THIS AGREEMENT is made this the 12th day of April, Two Thousand and Nineteen (2019) **BETWEEN KRISHNENDU BANERJEE** (PAN NO. BKDPB 8795 B), son of Tamal Kumar Banerjee, by faith Hindu, by Occupation - Service, residing at Vivekananda Pally Andal, Post Office - Ondal, Police Station- Andal, District - Burdwan, Pin Code 713321, W.B, hereinafter called and referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, representatives and assigns) of the **FIRST PART**.

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लेखक/कार नाम ए. वि. वि. वि. वि. वि. (नं. 1)

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अनुप कुमार गांगुली
साहाय्यक प्रिन्टिंग ऑफिस, इंडियन कोस्ट गार्ड कॉड

A N D

SRI DEBASIS DAS (PAN NO. AGOPD 1506 E), Son of Late Keshab Chandra Das by faith-Hindu by occupation Business, having its office at - N.S. Road, P.O. & P.S. - Chinsurah, Dist - Hooghly, Pin - 712101 hereinafter referred as the "DEVELOPER" (which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include heirs, executors, administrator and legal representatives) of the SECOND PART.

WHEREAS the predecessor-in-interest Ajit Kumar Purakait, since deceased, was the sole owner of ALL THAT piece and parcel of Bastu Land measuring about .046 equivalent to .046 decimals be the same a little more or less thereon along with old dilapidated Building standing thereon together with all other easement right, title, interest, possession and appurtenances attached thereto comprised in L.R. Dag No. 1171, 1172 & 1173, L.R. Khatian No. 5972, 5973 & 5974, within the Mouja Hooghly, J.L. no. 19, and under Hooghly-Chinsurah Municipality, Ward No. 12 under within Police Station Chinsurah, District - Hooghly and the aforesaid Ajit Kumar Purakait now deceased has been possessing and enjoying the said property without any interference from any corner, till death. Whereas after the demise of Ajit Kumar Purokait, Gita Ghosh, Sauli Ghatak & Sunirmoy Kumar Pal obtained the property as the only legal heirs of Ajit kumar Purokait.

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WHEREAS the predecessor-in-interest Lolit Mohan Purakait, Umapati Purokait, Jadupati Purokait and Kailashpati Purokait, since

deceased, was the sole owner of ALL THAT piece and parcel of Bastu Land measuring about .078 equivalent to .078 decimals be the same a little more or less thereon along with old dilapidated Building standing thereon together with all other easement right, title, interest, possession and appurtenances attached thereto comprised in L.R. Dag No. 1171, 1172 & 1173, L.R. Khatian No. 5739, 5621, 5744, 5743, 5622, 5623, 5624, 5625, 5626, 5627, 5628, 5629, 5630, 5742, 5741, 5740, & 5631, within the Mouja Hooghly, J.L. no. 19, and under Hooghly-Chinsurah Municipality, Ward No. 12 under within Police Station Chinsurah, District - Hooghly and the aforesaid Lolit Mohan Purakait, Umapati Purokait, Jadupati Purokait and Kailashpati Purokait now deceased has been possessing and enjoying the said property without any interference from any corner, till death.

AND WHEREAS after the demise of Lolit Mohan Purakait, Umapati Purokait, Jadupati Purokait and Kailashpati Purokait leaving behind Rampati Purokait, Durga Ghosh, Urmita Purokait, Shibabrata Purokait, Jyotsna Purokait, Amita Purokait, Monojit Purokait, Debojyoti Purokait, Kalyani Purokait, Surojit Purokait, Rita Mallick, Abhijit Purokait, Rita Purokait, Smriti Purokait, Sikha Mitra and Nita Mallick obtained the property as legal heirs and successors.

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Adv.

AND WHEREAS since then of aforesaid legal heirs of Ajit Kumar Purokait, and the legal heirs of Lolit Mohan Purakait, Umapati Purokait, Jadupati Purokait and Kailashpati Purokait, became the joint owners of the aforesaid property.

AND WHEREAS the said legal heirs Rampati Purokait, Durga Ghosh, Urmita Purokait, Shibabrata Purokait, Jyotsna Purokait, Amita Purokait, Monojit Purokait, Debojyoti Purokait, Kalyani Purokait, Surojit Purokait, Rita Mallick, Abhijit Purokait, Rita Purokait, Smriti Purokait, Sikha Mitra and Nita Mallick and Gita Ghosh, Sauli Ghatak and Sunirmoy Kumar Pal duly mutated their respective names before the B.L & L.R.O as well as before the Local Municipality and after the aforesaid mutation name of legal heirs and under L.R Khatian Nos. 5739, 5621, 5744, 5743, 5622, 5623, 5624, 5625, 5626, 5627, 5628, 5629, 5630, 5742, 5741, 5740, 5631 & 5972, 5973 & 5974 and within Police Station Chinsurah District - Hooghly **ALL THAT** piece and parcel of Bastu Land measuring about .046 + .078 equivalent to .046 + .078 decimals be the same a little more or less thereon along with old dilapidated Building standing thereon, together with all other easement right, title, interest, possession and appurtenances attached thereto comprised in L.R. Dag No. 1171, 1172 & 1173, L.R. Khatian No. 5972, 5973 & 5974, within the Mouja Hooghly, J.L. no. 19, and under Hooghly-Chinsurah Municipality, Ward No. 12 under within Police Station Chinsurah, District - Hooghly.

AND WHEREAS thereafter considering the old dilapidated condition of aforesaid property the said legal heirs decided to develop the said property with an experienced Developer and entered into a "Development Agreement" on 13.07.2018 & 03.05.2018 with the Developer/ Confirming Party namely K.C. Das Real Estate represented by Sri Debasis Das, morefully described herein below:

S. G. Das
Adv.

AND WHEREAS the said legal heirs thereafter executed a General Power of Attorney in favour of Sri Debasis Das, son of Late Keshab Chandra Das, by virtue of a Development Agreement being No. 1738 & 2236 for the year 2018 which was registered in the office of the A.D.S.R, Hooghly on 13.07.2018 & 03.05.2018.

AND WHEREAS in pursuance of the aforesaid "Development Agreement" dated 13.07.2018 & 03.05.2018 a General Power of Attorney dated 13.07.2018 & 03.05.2018 the Developer/Confirming Party sanctioned a Building Plan.

AND WHEREAS in pursuance of the aforesaid sanctioned plan the Developer already completed construction of a G+4 storied Building on the aforesaid property, namely K.C. Das Apartment

AND WHEREAS the Owners of the property duly executed the registered Development Agreement being no. 2239/18 for the year 13.07.2018, and 1746/ 18 dated 10.05.2018 in favour of K.C. Das Real Estate, A proprietorship firm being represented by its sole proprietor Sri Debasis Das, PAN No. AGOPD 1506 E, S/o Late Keshab Chandra Das, having its office at N.S. Road, P.O. & P.S. - Chinsurah, Dist - Hooghly, Pin 712101.

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Adv.

AND WHEREAS the present Developer sold, conveyed and will transferred **ALL THAT** one Residential Flat being no. 3B, on the 3rd floor in "K.C. Das Apartment" area measuring about 848 sq. ft. more or less covered area together with the proportionate, undivided and

impartible share in the land beneath which is morefully described in the Schedule - A and the above noted Residential Flat being no. 3B, on the 3rd floor in "K.C. Das Apartment" area measuring about 848 sq. ft. more or less covered area more fully described in the Schedule - B below in favour of the purchaser herein.

WHEREAS the Purchaser herein became the absolute owner and occupier of ALL THAT one Residential Flat being no. 3B, on the 3rd floor in "K.C. Das Apartment" area measuring about 848 sq. ft. more or less covered area together 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 attached thereto which is more fully described in the Schedule below.

AND WHEREAS the purchasers agreed to purchase the Schedule - B mentioned property in exchange of Rs. 24,23,520.00 (Twenty Four Lakh Twenty Three Thousand Five Hundred Twenty) only.

THIS AGREEMENT WITNESSETH as follows:-

1. In consideration of the said sum of Rs 24,23,520.00 (Twenty Four Lakh Twenty Three Thousand Five Hundred Twenty) only to be paid by the purchasers in favour of the Developer, the Purchasers hereby agreed to purchase ALL THAT one one Residential Flat being no. 3B, on the 3rd floor in "K.C. Das Apartment" area measuring about 848 sq. ft. a little bit more or less covered area together with the proportionate, undivided and impartible share in

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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 attached thereto which is more fully described in the Schedule below along with all easement rights attached thereto **AND ALSO** liberties, privileges, easements and appurtenances whatsoever to the said property belonging to or to hold, use and enjoy therewith reputed to belong or to be appurtenant thereto **AND ALL** the easements right, title, interest, possession, claim and demand whatsoever both at law or in equity of the vendor into and upon the Schedule mentioned property together with easement and quasi easement rights in connection with the use and enjoyment of the Schedule property **TOHAVE AND TOHOLD** the said Schedule mentioned property and every part thereof for the perfect and indefeasible estate of inheritance in free simple in possession **AND NOT WITHSTANDING** any such acts or deeds and things whatsoever the vendor have good right, full power and absolute authority to grant, transfer, convey and assign the said Schedule mentioned property hereby conveyed as expressed or intended so to be unto and to the use of the in the manner aforesaid **AND** the Purchasers shall and may at all times thereafter peacefully and quietly hold, possess and enjoy the Schedule mentioned property and rents issues and profits thereof without any eviction, interruption, claim or demand whatsoever from or by the vendor or any person claiming under it or under any of its predecessors in title **AND** that free from all encumbrances whatsoever made or suffered by the vendor or any person claiming under it.

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Adv.

2. In pursuance of this Agreement for Sale, the Purchasers already paid to Developer **Rs. 50,000/- (Fifty Thousand) 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. 3B**, on the 3rd floor in "**K.C. Das Apartment**" having covered area of **848 Square Feet** 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 of at a price **24,23,520.00 (Twenty Four Lakh Twenty Three Thousand Five Hundred Twenty) only** out of the above mentioned amount a sum of **Rs. 50,000/- (Fifty Thousand) only** has been paid by the purchaser to the Vendor or execution of these presents and the balance will be paid by installment as follows:-

- i)Rs 1,00,000/- Lakh on or before July 2019
 - ii)Rs 1,00,000/- Lakh on or before July 2019
 - iii)Rs Lakh on or before
 - iv)Rs Lakh on or before being
- the balance amount to be paid Month
before the registration of the said Flat.

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

3. That the Purchasers shall be bound to register a Deed of Conveyance in respect of the Schedule - B mentioned property on payment of balance consideration money within Three month.
4. That the Developer shall be bound to hand over peaceful and vacant possession of the said property in favour of the present purchasers at the time of registration.
5. That the Developer has not entered into agreement for sale in respect of the said property with any other person till now.
6. The Purchasers 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 Vendor / Developer. The said Arbitrator shall have summary powers and be entitled to give interim awards/directions regarding the disputes and shall further be

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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. 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
(ENTIRE PROPERTY)

ALL THAT piece and parcel of Bastu Land measuring about **5406 Sft.** equivalent to .124 acres 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. L.R. Dag No. 1171, 1172 & 1173, L.R. Khatian No. 5972, 5973 & 5974, within the Mouja Hooghly, J.L. no. 19, and under Hooghly-Chinsurah Municipality, Ward No. 12 under within Police Station Chinsurah, District - Hooghly, Pin Code - 712103, butted and bounded in the manner as follows:-

ON THE NORTH-	Holding of Shibaji Dutta.
ON THE SOUTH -	Vivekananda Road.
ON THE EAST -	12' wide Municipal Road.
ON THE WEST-	Holding of Santu Das & Shankar Mallick.

SCHEDULE - 'B' ABOVE REFERRED TO
(FLAT TO BE SOLD)

ALL THAT one RESIDENTIAL FLAT, being no. 3B, on the 3rd floor in "K.C. Das Apartment" area measuring about 848 sq. ft. more or less including covered area with the proportionate, undivided and impartible share in the land beneath the Schedule - A mentioned property. The said Garage is butted and bounded by -

ON THE NORTH	-	Developer's area i.e. Flat no. 3C.
ON THE SOUTH	-	Vivekananda Road.
ON THE EAST	-	House of Santu Das.
ON THE WEST	-	Flat No. 3A.

THE SHCEDULE-C HEREIN ABOVE REFERRED TO
(COMMON PORTION AND FACILITIES)

- 1) Main entrance, pipes, drain, sanitary pipes, drainage and sewerage, motor and pump underground water reservoir, overhead water tank, water pipe and other common plumbing, rain water pipe, but the Roof is restricted for the Owners and Developer only.
- 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, 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) 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.
- 5) The office expenses incurred for maintaining the office for the Common purposes.

S. G. G. Adv.

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the Purchasers above named a sum of Rs. 2,50,000/-
(Rupees Two Lakh Fifty Thousand) only being part payment of
Consideration money in the following manner:

Date	Cheque No.	Bank	Amount
12.04.2019	879066	S.B.I ()	50,000/-
	879067	S.B.I ()	1,00,000/-
	879068	S.B.I ()	1,00,000/-

SIGNATURE OF THE VENDOR

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

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF:

1. Akash Ram Kahar
2. Subrato das

K. C. Das Real State

K. C. Das
Proprietor

SIGNATURE OF THE VENDOR.

Krishnendu Banerjee

SIGNATURE OF THE PURCHASERS

DRAFTED BY ME
AND SIGNED IN MY OFFICE.

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ADVOCATE

SIGNATURE OF THE VENDOR

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

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF:

1.

2.

K. C. Das Real State

K. C. Das
Proprietor

SIGNATURE OF THE VENDOR

Krishnendu Banerjee

SIGNATURE OF THE PURCHASERS

DRAFTED BY ME
AND SIGNED IN MY OFFICE.

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ADVOCATE