AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the ---- day of ----- in the year 2020 (Two Thousand Twenty)

M/s. ABASAN NIRMAN (PAN no. ABHFA57690), a partnership firm having registered no.- 8447 dated 15 /09 / 2017 having registered office at 48, West Ghoshpara Road, Kankinara, District – 24 Parganas (N) P.S. – Jagaddal, PIN – 743126 and representative by its Partners 1) Mr. Falguni Debnath, S/o Late Madan Debnath, by faith Hindu, by occupation - Business, residing at 114/D/1, Muktapukur,

Natunpara (Verigate), P.O. Talpukur, Kolkata – 700123 and 2) Smt. Sukriti Jaiswal, wife of Sri Ranjeet Kumar Jaishawal, by faith Hindu, by occupation - Business, residing at 48, West Ghoshpara Road, Kankinara, District – 24 Parganas (N) P.S. – Jagaddal, PIN – 743126, hereinafter called and referred to as the <u>VENDORS</u> and DEVELOPERS (which expression shall unless excluded by or repugnant to the context to deemed to mean and include their heirs, executors administrators, legal representatives and/or assigns) etc. of the <u>FIRST PART</u>.

SRI RANJIT KUMAR JAISWAL (PAN No ACLPJ3663K), son of R.P. JAISHWAL, by occupation - Service, by faith-Hindu, by nationality – Indian residing at 20/A Station road, P.O. Bhatpara, P.S. Jagaddal now Bhatpara Dist – North 24 parganas PIN – 743123, hereinafter jointly called and referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context to deemed to mean and include their heirs, executors administrators, legal representatives and/or assigns)etc. of the SECOND PART

WHEREAS Raghav Ghosh was the absolute owner of the property in respect of the scheduled property and died intestate leaving behind his son 1) Khagendra Nath Gosh, 2) Gopal Ghosh, 3) Nimai Ghosh and 4) Balaram Ghosh, 20, Station Road, Bhatpara. The said 1) Khagendra Nath Gosh, 2) Gopal Ghosh, 3) Nimai Ghosh and 4) Balaram Ghosh became the absolute owner of the scheduled property situated at 20, Station Road, Bhatpara, P.O. Bhatpara, Dist.- 24 Parganas (North), within the limit of Bhatpara Municipality, of L.R./R.S. Dag No. 1996, under Khatian No. 4428, 4452, 4573 and 4683,

Mouza – Bhatpara, J.L. No. – 1. P.S. Jagaddal, North 24 parganas.

AND WHEREAS Khagendra Nath Ghosh died intestate on 20.03.2000 leaving behind him surviving his son Sujit Kumar Ghosh and daughter Shipra Ghosh as his legal heirs and wife predeceased.

AND WHEREAS Gopal Ghosh died intestate on 05.01.2010 leaving behind him surviving his wife Maya Rani Ghosh, two daughter Swapna Ghosh and Sikha Ghosh and one son Sanjoy Ghosh as his legal heirs.

AND WHEREAS Balaram Ghosh died intestate on 05.03.1979 leaving behind him surviving his four son namly Gobinda Ghosh, Gouranga Ghosh, Sujay Ghosh and Suman Ghosh as his legal heirs and his wife predeceased.

AND WHEREAS Nimai Ghosh died intestate on 27.03.2008 leaving behind him surviving his wife Gouri Ghosh, one daughter Snigdha Ghosh and three son namely Kajal Ghosh,

Swarup Ghosh, and Arup Ghosh as his legal heirs and his wife predeceased.

AND WHEREAS the said 1)Sujit Kumar Ghosh, 2)Shipra Ghosh, 3)Maya Rani Ghosh,4)Swapna Ghosh, 5)Sikha Ghosh, 6)Sanjoy Ghosh, 7)Govinda Ghosh, 8)Gouranga Ghosh, 9)Sujay Ghosh 10)Suman Ghosh, 11)Gouri Ghosh, 12)Snigdha Ghosh 13)Kajal Ghosh, 14)Swarup Ghosh, and 15) Arup Kumar Ghosh became the absolute owner in respect of scheduled property by virtue law of inheritance as well as Hindu Succession Act, 1956.

AND WHEREAS M/s Abasan Nirman, Vendor herein, purchased from the said 1)Sujit Kumar Ghosh, 2)Shipra Ghosh, 3)Maya Rani Ghosh,4)Swapna Ghosh, 5)Sikha Ghosh, 6)Sanjoy Ghosh, 7)Govinda Ghosh, 8)Gouranga Ghosh, 9)Sujay Ghosh 10)Suman Ghosh, 11)Gouri Ghosh, 12)Snigdha Ghosh 13)Kajal Ghosh, 14)Swarup Ghosh, and 15) Arup Kumar Ghosh a plot of land measuring 9 Satak/decimals more or less together with one tile shed structure measuring 500sqft in R.S./L.R. Dag No. 1996, under Khatian No. 4428,

AND WHEREAS One Shanti Lata Ghosh wife of Khagendra Nath Ghosh by dint of a deed of conveyance in Bengali executed on 03/05/1952 by the erstwhile owner Sri Baiju Shaw son of late Nanku Shaw for valuable consideration purchased ALL THAT piece and parcel of land admeasuring 5(five) decimals of land be it a little more or less comprised in R.S and L.R dag no. 1989 appertaining to R.S khatian no. 1591 corresponding to L.R khatian no. 4918 situated within Mouja-

Bhatpara, J.L no. 1, under ward no. 5 forming holding no. 7, Gopi Krishna Goswami road, P.O. Bhatpara, P.S. Jagaddal, District North 24 parganas hereinafter shall be referred to as the (SAID LAND) which was registered at the A.D.S.R office at Naihati and recorded in book no. I, volume no. 36, pages 140 to 143 being deed no. 3534 for the year 1952.

ANDWHEREAS said Shanti Lata Ghosh thus became the absolute owner and possessor of the (SAID LAND).

AND WHEREAS said Shanti Lata Ghosh mutated her name in the local Municipality and Collect orate and started to pay taxes and rents incidental to the said land.

AND WHEREAS said Shanti lata Ghosh inducted 6 tenants in the said land after constructing Tiled roof structures in about 500 sqft of land and started collecting rents from the tenants.

AND WHEREAS The said Shanti lata Ghosh died intestate on 07/12/1987 and his husband Khagendra Nath Ghosh died

thereafter on 29/03/2000 leaving behind the Sujit Ghosh son of late Khagendra nath Ghosh and Shipra Ghosh w/o Sri Biplab Ghosh daughter of late Khagendra Nath Ghosh as her complete body of legal heirs and successors who succeeded the estate of their mother by operation of Hindu law of Succession.

AND WHEREAS Sujit Ghosh and Shipra Ghosh thus inherited and succeeded the estate of their parents and became the joint owners of the properties described herein before.

AND WHEREAS Sujit Ghosh and Shipra Ghosh the started to pay taxes to the local Bhatpara Municipality and rents to Government in respect to the said land and was seized and possessed of the same with right to sell, mortgage, gift, collect rents and or deal with same in same in any manner whatsoever.

AND WHEREAS Sujit Ghosh and Shipra Ghosh was approached by the Purchaser for Purchase of the said land at a total consideration of Rs 700,000/- (seven lacks).

AND WHEREAS the agreed to sell and the Purchaser agreed to Purchase ALL THAT piece and parcel of land admeasuring 5(five) decimals of land be it a little more or less comprised in R.S and L.R dag no. 1989 appertaining to R.S khatian no. 1591 corresponding to L.R khatian no. 4918 situated within Mouja-Bhatpara, J.L no. 1, under ward no. 5 forming holding no. 7, Gopi Krishna Goswami road, with tenants living in 500 sqft Tiled roof "kuchha" structures standing thereon or on a part thereof within P.O. Bhatpara, P.S. Jagaddal, District North 24 parganas at valuable consideration.

AND WHEREAS the said Suijt Ghosh and Shipra Ghosh by executing a deed of Conveyance executed and registered at the A.D.S. R office at Naihati and recorded in book no.1, volume no 1507-2018 pages 154639to 154675 being deed no. 150708106 for the year 2018 sold transferred and conveyed the 5 decimals of land in favour of M/s Abasan Nirman.

AND WHEREAS M/s Abasan Nirman thus became the absolute owner in respect of Bastu land admeasuring 14 decimals or 8 cottahs 7 chittaks and 13 sfts be it a little more

or less out of which land measuring 9 (nine) decimals comprised in L.R dag no. 1996 and 5 (five) decimals land comprised in L.R dag no. 1989 appertaining to L.R khatian no. 8469 J.L no.1, Mouja-Bhatpara, under ward no 5 of Bhatpara Municipality forming holding no. 20/A, station road morefully described in the Schedule as the said land.

AND WHEREAS during peaceful enjoyment over the said property the owner herein M/s Abasan Nirman intending to develop the plot of said land, after taking proper building plan from Bhatpara Municipality constructed one multi storied building thereon for the sake of brevity the said land with multi storied building is to be hereinafter referred to and called as the "SAID PREMISES" more fully described in the FIRST SCHEDULE hereunder written.

AND WHEREAS the Developer/Owner has started the construction as per the sanctioned plan and other necessary work. The Purchaser has taken inspection of all relevant paper and documents of the First Schedule Property and satisfied about the papers to the premises and after satisfaction the Purchaser approached to the Developer/Owner to purchase of

self-contained Flat being NO. 3F on the Third floor measuring super built up area of 1220 Sq ft more or less for a total consideration of Rs 2,68400/- (Twenty Six lakhs eighty four Thousand Four Hundred Only) which the purchaser and the Developer/owner have agreed upon the terms and conditions as follows:-

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS follows:

TERMS AND CONDITIONS

- 1) The Purchaser shall pay the Developer/owner a sum of Rs.2, 00,000/- (Two lakhs) only as advance and the rest in the manner mentioned hereinafter let down in the schedule of payments towards all cost and expenses including the cost for construction and common portion of the said Flat to the Developer/owner.
- 2) It is recorded that the Purchaser have taken the inspection the Deed and Documents relating to the said property and has made himself full conversant with the content thereof and has full satisfied as to the title of the Developer's/owner's rights to the said build/construction the said building and/or sell and/or transfer Flat of the said building.
- The Purchaser shall pay to the Developer/owner the total towards the cost of expenses of the work of the said Flat and common portion/part of the building in SCHEDULE

 C, written hereinafter.

- 4) The Developer/owner shall hand over the possession of the said Flat to the Purchaser within 3 months from the date of agreement and the Developer shall deliver to the Purchaser.
- 5) The Purchaser agree to pay to the Developer/owner the said amount strictly on the date as specified hereinafter SCHEDULE –C by the Developer/owner and the time in this behalf shall be essence contract.
- 6) If the Purchaser fails to make payment as per payment schedule as specified hereinafter, the Developer/owner have the right to cancel this Agreement and booking of the said Flat of the Purchaser. In case of such cancellation of this agreement or booking of the said Flat of the Purchaser, the Developer/owner shall deduct 20 percent of the amount already paid and return the balance money to the purchaser within three months unless mutually decided to do carry on with the agreement on revised terms and conditions or otherwise.

- 7) If the Purchaser wants to withdraw their booking of the Flat selected by himself, the Purchaser do by intimating the same in writing to the Developer/owner and such case the Developer/owner shall within 3(three) calendar months, refund to Purchaser the total amount already paid by their to the Developer/owner less 25% of the amount but such deduction always amounting a minimum sum of sum of Rs. 25,000/-(Rupees Twenty Five Thousand) only. In case of such cancellation of booking the Purchaser shall have to give a declaration of his real intend.
- 8) The respective position, measurements, boundaries and/or proposed construction shown in the said plan inspected approved and accepted by the Purchaser are believed to be correct and the Developer/owner give warranty of any nature whatsoever. The Purchaser shall not be entitle to any compensation or rescind the contract in case of any reasonable or necessary or any other alteration or deviations if made at and it is agreed that the Developer may make such variations, alterations modifications and deviations therein which the

Developer/owner may be advised to be considered necessary desirable or as may be required to be done by the local Municipality or any other Authority and the Purchaser dose hereby gives his consent to such variations, additions, alterations, modifications, and deviations and the purchaser shall not be entitled to claim any compensation and/or interest or make any objection in respect thereof.

- 9) The Purchaser shall not use Flat in such manner which may or is likely to cause nuisance or annoyance to the occupation of others not shall use the same for any illegal or immoral purpose.
- 10) The Purchaser shall not throw or accumulate any dirt rubbish, rage, of other refuses they shall have to accumulate the refuse in special receptacles for the common use of the Flat owners.

- 11) The cost of maintaining, replacing, repairing, white-washing, painting and decorating the main structure of the said building the exterior thereof and in particular the common portion of the roof, terrace, landing structure of the building structure of the building rain water pipes, water tanks, motor pumps, gas pipes and electrical wiring, sewerage, drain and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the purchaser and occupier thereof shall be borne jointly by them.
- 12) The cost of cleaning, lighting the main entrance, staircase and other part of the building as enjoyed in common by the purchaser and the occupiers will by jointly borne by proportionately.
- 13) The salaries of caretaker, if any Electricians, Sweepers etc. Shall be borne by proportionately by the purchasers and other occupiers of the building.
- 14) The cost of repair, replacements and maintenances of light and other plumbing works including all others

service charge for services rendered in common to all other occupiers, shall also be borne by the purchasers and other occupiers proportionately.

- 15) After the Developer/owner have duly received all its dues payable to him under the said agreement by the purchaser has duly performed and observed by him under the agreement, the developer/owner shall execute and Register a Sale Deed in respect of the said Flat in favour of the Purchaser together with undivided proportionate share and interest in the land mentioned in the SCHEDULE –I hereinafter written.
- 16) Upon possession of the said Flat delivered to the Purchaser, he shall be entitled to the use and occupy of the same and shall have no claim against the Developer as to any defect in any type of work or construction of the said Flat or any other account whatsoever, provided the completion will be according to the sanctioned plan.

- 17) The purchaser hereby covenants to keep the said Flat partition walls, sewerage, drains, pipes and other as appurtenances of the said building in good working condition and order and in particular so as to support and protect the spaces of the said building.
- 18) The Purchaser agrees and bind him to pay the following costs on or before taking possession of the Flat.
 - a. The cost and expenses in connection with installation of electric meter in the name of the Purchaser and any security deposit, cost of electric require to be paid there and for such separate meter it is to be borne by the Purchaser.
 - b. Cost to provide transformer to be borne proportionately by the Flat owners
 - c. All cost of Registration and conveyance including Stamp Duties, legal Fees and incidental Charges shall be borne by the Purchaser and the same would be done by Developer/owner's Advocate.

- d. Any extra work other than specification shown in the drawing shall have to be paid decided by the developer/owner before starting execution of such extra work. Full payment of extra cost of such extra work shall be made before the work started, no outside Agency shall be allowed to carry out any work, till the possession the flat is taken.
- 19) The purchaser hereby agreed that the roof shall deem to be the property of all flat owners and also purchaser shall use the roof only for their common purposes subject to affix antenna or aerial, shed etc, and inspection of overhead tanks and also for occasional purpose..
- 20) The Purchaser shall not keep in store in the said flat any inflammable, combustible or any offensive articles which shall be or constitute nuisance to the occupiers or others flat owners of the said building.

21) Electric meter and Water Pump shall be provided under the stair case and there will be provision of caretaker also.

THE FIRST SCHEDULE AS ABOVE REFERRED TO

(Said Land/Premises)

ALL THAT the piece and parcel of the BASTU Land measuring 14 decimlas or 8 cottahs 7 chittaks and 13 sft out of which 9(Nine) Satak more or less together with one tile shed structure measuring about 500sqft, and lying and situated at Mouza: Bhatpara, J.L. No. 1, comprised and contained in R.S. & L.R. Dag No. 1996 appertaining to L.R Khatian no. 8469 and 5(five) decimals of land comprised in L.R dag no. 1989 appertaining to L.R khatian no. 8469, J.L no.1 Mouja-

Bhatpara in the name Of Firm "Abasan Nirman" within the limits of Bhatpara Municipality in Ward No. 5, Holding No. 20/A, Station Road, P.S. Jagaddal, P.O. Bhatpara, Dist – North 24 Parganas, PIN 743129 under the Jurisdiction of A.D.S.R.O, Naihati, follows which is duly butted and bounded as follows:-

ON THE NORTH

: House of Dharam Raj Mallik and Smt. Sefali Rani Paul and others;

ON THE EAST

: House of Tarak Nath Shaw and 4 ft passage.;

ON THE SOUTH : Moitri Lodge and house of Tapas Paul : Municipal Drain and Station Road

SECOND SCHEDULE AS REFERRED TO ABOVE

(The said flat)

ALL THAT the piece and parcel of one self compact and contained flat measuring about—square feet covered area be the ad-measurement be the same a little more or less of the flat no. "3F" containing three—bed rooms, one balcony, two toilets, one kitchen and one drawing/dinning space—on the third—floor—of the said (G+1V) storied building along with undivided proportionate share of land underneath out of the total land measuring 14 decimals in the name Of Firm "Abasan"

Nirman" within the limits of Bhatpara Municipality in Ward No. 5, Holding No. 20/A, Station Road, P.S. Jagaddal, P.O. Bhatpara, Dist – North 24 Parganas, PIN 743123 under the Jurisdiction of A.D.S.R.O Naihati having all common amenities and facilities thereto, more fully described and written in the THIRD SCHEDULE hereunder property. The owner's entire right, title and interest in all common parts and service areas which area to be vested proportionately to the other owner of the other flats in the said property. butted and bounded as follows:-

On the North — Corridor& Flat No. E

On the South — Open Space of Abasan Nirman on the

Ground ground Floor.

On the West – Flat no. G and lift

On the East — Open Space of Abasan Nirman on the

Ground Floor.

THIRD SCHEDULE ABOVE REFERRED TO:

(Common parts & Common Enjoyments)

- 1. Entrance and exit.
- The equipment and accessories provided for and/or reserved in the multi storied Building for common uses, except darwan (guard) room and adjacent toilet and parking space at the ground floor Courtyard of the said premises.

- 3. Boundary walls, open spaces by and between the said multi storied building of the said holding, main gate, other gates (if any) of the said premises.
- 4. Common toilet (if any), electrical and pump room on the Ground Floor.
- 5. Stairs, lobbies, staircase cum landings (half and full both) on all the Floors upto the roof, lift, Electric Meter.
- 6. Water pump/ submersible pump, under ground water reservoir and overhead water tank with connection of water supply to individual Flats.
- 7. Underground water tank, soil chambers/pits, gutters, rain water pipes, and other common plumbing installations, pump room (if any).
- 8. Fittings those are installed for common purposes.
- 9. Drainage and sewerage.
- 10. Boundary walls (may not be provided in all sides).

FOURTH SCHEDULE ABOVE REFERRED TO (Common Expenses)

- a. All expenses for cleaning, maintenance, operating, replacing, repairing, renovating, painting of the common portion and common areas/Common Parts & Common Enjoyment in the Said premises including the said multi storied Building and it's exterior walls, Roof and boundary walls (if any).
- b. All expenses for running and operating all machinery equipment and installations comprises in the common portions, including water pumps, electrical installations including the cost of repairing renovating and replacing the same.
- c. Salaries and other involvements and benefits of and all other expenses of the persons employed for the common purpose such as caretaker, supervisor, accountant, guards and gate keepers (darwans), security personnel, sweepers, plumbers, electricians and other maintenance staffs (if any).
- d. Cost of insurance premium for insuring the said multi storied Building and/or Common parts & Common Easements against earthquake, fire, mob, damages, civil commotion, etc.

- e. All charges and deposits for supplies of common utilities for the said multi storied Building in common.
- f. Municipal Tax, water tax and other levies in respect of the Land and said multi storied Building save and except those are separately assessed on the purchaser.
- g. Electricity charges for the operation of the equipment and installations for the common service and lighting the common parts & Common Easements.
- h. The cost of the maintenance of the ultimate roof of the said multi storied building at the said holding.
- i. All legal expenses incur or to be incurred for the common purpose relating to common use and enjoyment of the common portions.
- j. Cost of elevator, M.S. manual collapsible door, V3F/Variable speed 5 passenger, and ARD for emergency landing, fitting fixing and commissioning (Approximate cost Rs. 5.50 lakhs +

18% G.S.T extra) which shall be born proportionately by the flat owners.

k. Additional cost for 24x7 water supplies one small dia P.V.C.pipe tube well including cost of submersible pump motor and pipe, filter, rising mains and electrical installation (Approximate cost R.90,000 + G.S.T) which shall be born proportionately by the flat owners.

PAYEMENT SCHEDULE

10% at the time of booking

10% at the time ground floor

10% at the time of 1st floor.

10% at the time of 2^{nd} floor.

10% at the time 3rd floor.

10% at the time of 4th floor.

10% at the time of brick work.

10% at the time of plastering.

10% at the time of fixing of Door and Windows.

10% at the time of Flooring.

5% at the time of sanitary works and plumbing

5% at the time/or just before of the registration.

• That the booking amount will vary made at different stages of the construction work and customers will have to pay up the amount which adds up against the works already completed.

DESCRIPTION OF THE STRUCTURE, FIXTURES

AND FITTINGS

General

1.	BUILDING	Building will be of R.C.C. type of M-20 grade c.c. frame structure and steel of approved brand and grade.
2.	WALLS	All external walls - 8" thick Brick works and 1 inside walls 5"/3" thick, with putty and primer finished.
3.	FLOORING	Artificial stone flooring and 6" wide skirting on all sides with ceramic tiles excluding stairs, corridors, passage, parking lift, flooring 1;2;4 with cement, sand, stone chips, A.S. Ceramic tiles provided on floors of all
4.	DOOR	Frames of good quality local wood (main door 7 feet 0" inc x 3 feet 3 inc x 4inc x 2.5 inc and inside door 6.ft 6 inc x 3ft x 3" x 2.5") Verandah: 6.'-6"x 2'-9" x 3'x2.5" and main door: 1.5" and inside door thickness will be of good quality flush doors. The main door will

5.	WINDOWS	Steel window (M.S) frame to be fitted with glass panels and guarded by M.S. Grill.
6.	KITCHEN	Cooking table having black stone & 3 feet. High glazed tiles above cooking platform and a sink with tap. Marble flooring one longer sight only
7.	TOILET	Ceramic flooring. Glazed tiles: up to 6 feet including 5' Ceramic skirting.

8.	ELECTRICAL WIRING	All wiring will be concealed with pvc conduits all wiring shall be of copper wiring, switch board flush with wall. FOR EACH BED ROOM 3 Its points. 1 fan pts. 1 plug pts.(5Amp each) B) for drawing cum dining space & others 3 light pts, Ya fan pts, lplug pts,l calling bell pts,(5Amp each& 1 teach for refrigerator & T,V. FOR KITCHEN: - 1 light pt (5 Amp) & lplug pts, (5 Amp each.) FOR TOILET: - 1 light pt. (5Amp) 1 geyser pt (15Amp) & for Balcony 1 light pt.(5Amp) For category of flats, all interior faces of wall & ceiling shall be of plaster of Paris whereas those of kitchen, veranda & toilet shall be of lime finish external wall shall be painted with cement based paints. For Air condition and Geyser the wiring and plug points are chargeable.
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IN WITNESS WHEREOF the **PARTIES** hereto have set and subscribed their respective hands and seals this the day, month and year first above written.

SIGNED, SEALED & DELIVERED

at Barrackpore in presence of:

WITNESSES:	1.
1.	
	2.
2.	

Signature of OWNER/Developer

Drafted by : (as per documents and information supplied by the Vendor and purchaser)

1.

CASH REICIPT

Acknowledge the receipt of the Rs 2,00,000/- (Two lakhs)only from the
within named purchaser as advance against the Flat out of the total 26,84,00/
(Twenty six lakhs eighty four Thousand Four Hundred Only)