



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

41AB 649311

CONSTITUTED
POWER OF ATTORNEY
AND CONFIRMING PARTY

NIRMAN INFRASTRUCTURES

Bhaskar Chatterjee

PROPRIETOR

Chandan Chatterjee

Banasree Chatterjee

AGREEMENT FOR SALE

THIS AGREEMENT is made on this the 17th May Two
Thousand 2020

BETWEEN

ANIRUDDHA DUTTA :CABPD3922K, son of Alope Kumar Dutta,
Nationality Indian. by faith -Hindu. by occupation Private Service.
resident of Kamlakanta Kalibari Lane, Borehat. P.O. - Natunganj, PS-
Burdwan & District Purba Barddhaman, PIN - 713102 (WB) hereinafter
referred to as the **OWNER**(which expression shall unless excluded by
or repugnant to the context be deemed to mean and Include their
respective heirs, executor. successor. administrator. legal representative

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Bhaskar Ghosh

PROPRIETOR

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and assign) of The **FIRST PART** being represented by their Constituted attorney **SRI BHASKAR GHOSH**, PAN :-AHWPG6681J Son of Bhawani Ghosh, by faith - Hindu, by occupation - Business, residing at Chotonilpur. P.O., P.S. & District Burdwan, appointed by dint of a registered **POWER OF ATTORNEY** of in the office at the Additional District Sub-Registrar Burdwan.

AND

NAME: *Chandan Chattopadhyay s/o Late Biswamath Chattopadhyay*
 & *Banasree Chatterjee* PAN-AGGPE1663H
 daughter of *Chandan Chatterjee* by faith *Hindu* by
 Occupation *Service & House wife* residing
 at *Dwaripur P.O. Gonna Dwaripur Dist. Purba Bardhaman,*
 hereinafter called the "**PURCHASERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representative and assigns) of the **SECOND PART**.

AND

NIRMAN INFRASTRUCTURES, a sole proprietorship Concern having its place of business at 63 R.N. Guha Road, PO. & P.S - Dum Dum, Kolkata 700028. represented by its sole proprietor **SRI BHASKAR GHOSH**, son of Bhawani Ghosh, by faith - Hindu, by occupation Business, residing at Chotonilpur. P.O., P.S. & District - Burdwan hereinafter called the 'DEVELOPER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representative and assigns) of the **THIRD PART**

WHREAS the landed property (defined & demarcated) classified as "**BASTU**" apeartaining to **R.S. Plot No.-472**, corresponding to the **L.R. Plot No- 3237**, under **L.R. Khatian Nos.19578**, respectively. of **Mouza-Burdwan**, J.L. No.- 30, P.S. & District Burdwan (Presently Purba Bardhaman), Within the area of Ward No.- 28 of the Burdwan

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Municipality, measuring an area about **04** Cottha **03** Chatak **34** Sq. Ft. or more or less **07 (Seven)** Decimals.

AND WHEREAS the LANDOWNERS absolutely seized and posses and absolutely entitled **04** Cottha **03** Chatak **34** Sq. Ft. a Bastu land morefully and particularly described In schedule below which is free from encumbrances and wanted To construct a multistoried building on the aforesaid property by appointing a promoter on Joint Venture basis.

AND WHEREAS accordingly they offered the DEVELOPER to develop the said land by raising a new building on the said land and the Developer accordingly constructed a multi storied building on the schedule property by sanctioned plan from Burdwan Municipality.

AND WHEREAS the VENDOR herein granted a registered Power of Attorney in favour at SRI BHASKAR GHOSH. son of Bhawani Ghosh. by faith -Hindu, by Occupation - Business. residing at Chotonilpur, PO., PS. & District Burdwan, the sole proprietor at NIRMAN INFRASTRUCTURES, a sole Proprietorship Concern having its place of business at 63 R.N. Guha Road, P.O. & P.S. - Dum Dum, Kolkota - 700028, the Developer / Confirming Party Therein for doing various act and things in contemplation of the said Development Agreement.

AND WHEREAS according to said Development Agreement developer herein got a sanctioned planed from Burdwan Municipality for G+4 building being plan no. 1345 dated 26.9.18 and have been constructing building according to sanctioned plan being named SAI ANIRBAN RESIDENCY

AND WHEREAS according to the said Development Agreement entitled the Developer / Confirming Party herein to sell and transfer the flats / apartments in the new building constructed on the land of the said premises together with undivided share of land and the common right in the common areas and facilities of the said building / premises as detailed in the said Development Agreement to the various Intending Purchasers.

AND WHEREAS the PURCHASERS herein approached the Developer Confirming Patty with a proposal to purchase ALL THAT one self-contained

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flat bearing no. 3A & 3B measuring about sq.ft. super built up area more or less on the 3rd FLOOR S/W/E side along with proportionate share of land benith the building more particularly/ described in the first schedule hereunder.

AND WHEREAS the purchasers after inspecting the relevant papers of ALL THAT one self-contained flat bearing no. 3A & 3B measuring about 1350 ± sq.ft. more or less super built up area on the 3rd FLOOR S/W/E side along with proportionate share of and benith the building, approached the VENDOR/DEVELOPER for purchasing the same at a price of Rs. 3300000/- (Rupees) Thirty three Lakhs only only i.e. per sq.ft. and the VENDOR AND DEVELOPER accepted the proposal of the purchaser.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS

1. The Vendor has agreed to sell and the Purchaser has agreed to purchase ALL THAT one self-contained Flat bearing no. 3A & 3B measuring about 1350 ± sq.ft. more or less super built up area on the 3rd FLOOR W/S/E side along with proportionate share of land benith the building, approached the VENDOR/DEVELOPER for purchasing the same at a price of Rs. 3300000/- (Rupees) Thirty three Lakhs only i.e. per sq.ft. which is morefully described in the Schedule hereunder written morefully and particularly described in the schedule hereunder.

2) That the PURCHASERS has paid on or before of the execution here of to the VENDOR a sum of Rs. 1500000/- (Rupees) only (i.e., 30% of consideration money) as part payment out of total consideration amount of Rs. 3300000/- (Rupees) Thirty three Lakhs only and The Vendor herein has acknowledged the receipt there of

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3) That the Purchaser will pay the balance amount of Rs. 1800000/-
(Rupees) Eighteen Lakhs only only to

the **VENDOR AND DEVELOPER** in the following manner:-

- 25% after roof casting
- 25% after brick work
- 20% after flooring
- 20% after sanitary work
- 10% before Me time at registration

4) That if the **VENDOR AND DEVELOPER** fail and neglected to execute and register the aforesaid **FLAT** after receiving the full consideration amount within the stipulated date to be fixed by the **PURCHASERS** herein. The **PURCHASERS** shall be entitled to file a suit for Specific Performance of Contract Act against the Vendor.

5) That if the **PURCHASERS** fail to pay the rest of the consideration money in aforesaid time the **VENDOR AND DEVELOPER** will be at liberty to sale the property to any other person after repaying the booking money received by **VENDOR AND DEVELOPER** as hereunder written.

6) That the purchaser undertakes that the construction work of the said flat will be completed through the Developers within 2 years from the date of signing this agreement on behalf of the purchaser and under no circumstances. The purchaser shall be allowed to depute any new contractor/person for completion of the construction work of the said flat even partially.

7) The purchaser under no circumstances shall be entitled to claim possession of the said Flat until the total consideration money of the said Flat mentioned in clause no. 3 under this agreement is paid in full and final by him to the developers.

8) The developers shall give possession of the said flat to the purchaser on paying full price as per clause no. 3 above and the purchaser shall take possession 7 days from the date of notice to be served by the developers to him.

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B. Lakshmi
PROPRIETOR

Chandan Chatterjee

Baradee Chatterjee

common expenses along with other flat owners and the said flat owner shall be responsible for the maintenance of the common areas consisting of bed room, one dining cum drawing room, one kitchen, toilets and a balcony.

SPECIFICATION

1 STRUCTURE :

R.C.C. framed structure as per municipal approved design

2 BRICK WALL :

Outside main wall will be 8" thick except on cantilever. On cantilever, wall will be 5" thick, Partition wall will be 5" Or 3" thick as required. All walls of C.B. & Alm. Will be R.C.C. wall.

3. FLOORING :

All floors of bedrooms, dining cum drawing, Verandah will be of vitrified tiles / marble. Height of skirting will be 4" from floor of same specification.

Floor of kitchen and toilet will be finished marble. Height of skirting is 6".

4. TOILET :

(a) Ceramic tiles will be fitted upto height of 6'-0" or door height from floor level in all toilets.

b) One [ISI] graded Indian pan in common toilet and one same graded commode in attached toilet including P.V.C./Procilen lowdown cistern will be provided. All procilen fittings are of white colour.

(c) Two Nos. bib cocks will be provided in each toilet

(d) Plain water concealed line will be provided in one toilet & Kitchen and Hot & Cold concealed line in other Toilet.

5. DINING :

One Vitreous China white wash basin with bathroom sets and mirror will be provided in dining room

6. KITCHEN:

Kitchen tabletop will be made of 1'-8" wide granite Slab. Ceramic tiles will be fitted on the back side wall upto 2'-0" of table and sink upto a

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B. Lakshmi

PROPRIETOR

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(11)

Banasree Chatterjee

height of 3'-0" from table top level also in view portion. One NO sink and two Nos. bid cock will also provided. Aquaguard line will be provided.

7. DOORS WINDOWS:

All doors and windows frame will be made of Sal wood Flash door shutter of hard wood, will be provided with suitable fittings for all doors including one Telescopic pipe-holes and a lock will be Provided in main entrance door. Both toilets will have PVC frame and shutter.

Window shutter will be of Glass in Aluminum paneled. M.S. ornamental grill.

8. WATER SUPPLY: All Internal water pipeline will be concealed CPVC at required did of approved brand. Out side water pipe line will be surface deep tube well with pump-motor submersible will be provided for water supply arrangement.

9. SANITARY:

All fittings of Indian pans, commode. washbasin etc. will be provided of approved I.S.I. brand. For waste water line, P.V.C. pipe will be provided.

10. ELECTRIC :

All Electric line will be concealed of copper mode. Two Nos. light points, one No. fan point and one No. plug point will be provided in each bedroom. Three Nos. light points, two Nos. fan points and two Nos. 15 Amp One No A.C. Point in Master Bedroom, Plug point will be provided in dining cum drawing room. In each toilet and kitchen, one No. light point and One No Exhaust point will be provided will be provided In kitchen- Aqua Guard Point. Chimney Point and One No. 15 Amp. Plug point will also be provided. One No. calling bell point and one No. light point will also be provided out side the main door, one nos. of electrical meter will be provided in the flats of the purchaser at the cost of the purchaser and by the cooperation of the purchaser & the developer and the cost will be Rs. 40,000/-.

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Bhankar Singh

PROPRIETOR

Signature of the parties of the FIRST PART

Chandan Chatterjee
Banasree Chatterjee

Signature of the parties of the SECOND PART

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Bhankar Singh

PROPRIETOR

Signature of the parties of the THIRD PART

MEMO OF CONSIDERATION

RECEIVED from the within named **PURCHASERS** the
within mentioned sum

Rs. 1500000/-
(Rupees Fifteen Lakh only)

only by way of part payment of consideration money of Rs.

3300000/- (Rupees Thirty three Lakhs only)

only of the schedule mentioned flat as per Memo below:-

Payment made by Cheque / [✓]Cash being no. 350,000 = 00

050772 D/H/5/20
Payment made by Cheque / [✓]Cash being no. Rs. 1,50,000 = 00

Rs.

Payment made by Cheque / Cash being no.

Rs.

Total Rs. 1500,000 = 00
(Rupees..... *Fifteen Lakhs only*) only

Witnesses:

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Shankar Singh

PROPRIETOR

Signature of the
Developer

(THIRD PART)