

(2)

As per payment schedule we received from Mrs. Sandipan Das Rs. 13,53,053/- as self payment and Rs. 4,00,000/- as bank loan. Balance Amount (Rs. 22,37,500 - Rs. 17,53,053) = Rs. 4,84,447/- (Rupees Four Lac Eighty Four Thousand Four Hundred & Forty Seven Only) is due now.

Please Release the amount as early as possible. Your Earliest Transfer Highly Appreciable.

Our Bank Account Details are follows:-

ACCOUNT NAME - SKYWOOD DEVELOPERS PVT. LTD., BANK NAME - AXIS BANK
BRANCH - MANTON, KOLKATA - 700034, ACCOUNT NUMBER - 913020011393112
IFS CODE - UTIB0000721

Thanking You

SKYWOOD DEVELOPERS PVT. LTD.

Kali Pada Saha
Director.

Kali Pada Saha

Director

Skywood Developers Pvt.Ltd





पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

23AB 279341

AGREEMENT FOR SALE

THIS AGREEMENT MADE on this the 3rd day of September, 2018 BETWEEN AVADH MERCHANTS PVT LTD. a company incorporated under the Compantion No. U51109 WB1993 PTC058 278, represented by its Director **SRI RAJ KUMAR BHATTER**, having its registered office at Viswakarma Building, 86C, Topsia Road, Kolkata-700046, hereinafter called and referred to as the **OWNER/VENDOR** (which expression shall mean and include as his legal heirs, representatives, administrators, successors and assignee) through their nominated Constituted Attorneys (1). **SAMBIT BASU**, son of Dr.Sabyasachi Basu, by faith Hindu, by occupation Business, residing at Samannoy Park, Joteshibrampur, P.S. Maheshtala,

SKYWOOD DEVELOPERS PVT. LTD.

Kalipada Saha
Director.

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Kolkata – 700141, (2). SRI. KAUSHIK DAS, son of Mr. Khagendranath Das, by faith Hindu, by occupation Business, residing at Amtala Housing Complex, N.D. Road, P.O. Kanyanagar, P.S. Bishnupur, Amtala, Pin – 743398, AND (3). SRI KALI PADA SAHA, son of Late. Phani Bhusan Saha faith Hindu, by occupation business, residing at 41, Bhupen Roy Road, Flat – 1B, Behala, Kolkata – 700034, vide Registered Power Attorney dated 28th February, 2013, registered at Office of D.S.R IV at Alipore and entered in Book No-1, CD Volume No-8, Pages 570 to 579, being No-01626 for the year 2013, of the year 2013, of the **FIRST PART** :

AND

SKYWOOD DEVELOPERS PVT. LTD., (PAN NO-AASCS3137R), CIN NO.U45400WB2012PTC186063 a Private Limited Company having its registered office at 20/1, Sahapur Colony, Plot No-100, 1st Floor New Alipore, Kolkata – 700053, on 03.10.2016 one resolution was passed in a meeting that this Board Of Directors of Skywood Developers Private Limited hereby authorizes and directs to MR. KALI PADA SAHA, DIRECTOR to sign contracts and amendments related to bank loan activities of "SKYWOOD GREEN" project on behalf of SKYWOOD DEVELOPERS PRIVATE LIMITED. After 03.10.2016 this company represented by DIRECTOR Namely SRI KALI PADA SAHA, son of Mr. Phani Bhusan Saha, by faith Hindu, by occupation Business, By Nationality -Indian residing at 41 Bhupen Roy Road, Police Station-Behala, Kolkata-700034 hereinafter referred to as the DEVELOPER/BUILDER (which terms or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its heirs, successor –in –office executors-in office, administrators, legal representative, nominees and/or assigns) of the **SECOND PART**.

AND

(1) **MR SANDIPAN DAS (PAN NO: ACXPD5078J)**, son of Sri D.K.Das, by Occupation-SERVICE AND (2) **MRS. BANANI DAS (PAN NO: BBWPD7369B)**, wife of Sandipan Das, by Occupation – Home Maker, both are by faith – Hindu, both are residing 86, Panchanantala Lane, Behala, Kolkata – 700 034 hereinafter referred to as the **PURCHASER** (which expression shall mean and include as his heirs legal representatives, successors or successor and assignee) of the **THIRD PART**.

WHEREAS Avadh Merchants Pvt. Ltd are the absolute Owners of Land measuring 43.71 Decimal little more or less in R.S Dag No- 1002, 1003, and other lands lying and situated Mouza- Khariberia, J.L. No-29, Pargana – Magura, L.R. Khaitan No -2223, under Purba Bishnupur Gram Panchayet Bishnupur, District : 24 Parganas Sayet, P.S. & A.D.S.R. Office Bishnupur, District: 24 Parganas South, as fully described in the schedule written hereunder and hereafter referred to as the said 'lands'.

AND WHEREAS the Owner/Vendor became the absolute owner of land vide 5 Registered Deed of Conveyance with are as follows:

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Director.

- 1) Vide Deed No: 07526, dated 30.09.2010, registered at D.S.R.IV at Alipur entered in Book No-I, CD Volume No- 26, Pages – 1157 to 1171, for the year 2010, from Sri. Panchu Charan Sardar, land measuring 33 Decimal in Dag No – 1002.
- 2) Vide Deed No: 01748, dated 24.03.9, registered at A.D.S.R. at Bishnupur, and entered in Book No-I, CD Volume No – 7, Pages – 3929 to 3949 for the year 2009, from Sri. Danial Gayenand others, land measuring 11 Decimal in Dag No – 1002.
- 3) Vide Deed No: 00129 , dated 07.01.2013 , registered at A.D.S.R. at Bishnupur, and entered in Book No-I, CD Volume No – 1, Pages- 2010 to 2031, for the year 2013 , from Sri Jayanta Routh,land measuring 18.56 Decimal in Dag No – 1003.
- 4) Vide Deed No: 00127, dated 08.01.2013, registered at A.D.S.R. at Bishnupur, and entered in Book No-I, CD Volume No – 1, Pages- 1991 to 2009, for the year 2013, from Sri Suresh Halder and others,land measuring 4.67 Decimal in Dag No – 1003.
- 5) Vide Deed No: 05673, dated 21.10.2011, registered at A.D.S.R. at Bishnupur, and entered in Book No-I, CD Volume No – 21, Pages- 2493 to 2511, for the year 2011, from Shila Sarkar , land measuring 9.33 Decimal in Dag No – 1003.

AND WHEREAS after such purchase AVADH MERCHANTS PVT LTD. are in absolute possession of all that land measuring 43.71 Decimal by mutating their name in the records of B.L.R.O and by paying taxes.

AND WHEREAS the Vendor decided to Promote through the Developer Party of the 2nd Part a residential complex of G+4 Buildings in their 43.71 Decimal of Land in Mouza – Khariberia, J.L No- 29 Pargana – Magura, L.R. Khaitan No 2223, under Purba Bishnupur Gram Panchayat, P.S. & A.D.S.R. Office Bishnupur , District : 24 Parganas South:
Land Measuring 20.71 Decimal in dag No - 1002
Land Measuring 23 Decimal in dag No – 1003

AND WHEREAS the Vendor, party of the 1st Part entered into an Development agreement with the Developer Party of the 2nd Part, on 15.01.2013 for erecting a Residential Building Complex of G+4 Buildings on the said plot of land under the name and style "SKYWOOD GREENS". The said Development Agreement was registered at the Office of D.S.R. IV at Alipore on 28.02.2013 and was entered in Book No –I, CD Volume No – 8, Pages – 547 to 569, being No – 01625 for the year 2013. The said Vendor

Also executed a General power of Attorney in favor of the Developer, the said Power of Attorney was registered on 28.02.2013 at the Office of D.S.R. IV at Alipore and entered in Book No- 2, CD

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Volume No-8, Pages – 570 – 579, being No – 01626 for the year 2013 and accordingly party of the 2nd Part is empowered to do any acts or things for promoting a Building Complex and also empowered to take advance money from the intending purchaser/ purchasers.

AND WHEREAS the 2nd Party will construct a Residential Complex of G+4 Buildings in 3 Blocks on the said land and will give to the 1st Party/Owner 40% (forty percent) of the total saleable area of the building to be constructed towards the Owner's Allocation.

AND WHEREAS it is also agreed between the parties that the proposed buildings should be made of or constructed with standards materials with Vitrified Tiles Floors and Plaster of Paris walls.

AND WHEREAS on the strength of the said Development Agreement and Power of Attorney executed by the Owner in favour of the Developer and also with the Sanctioned Building Plans by The District 24 - Parganas South Zilla Parishad vide Building Plan No- 272/402 dated 29.11.2013, the Developer is entered into this agreement with the Purchaser on the following Terms and Conditions.

TERMS AND CONDITIONS

1. That the Third Part/ Purchaser will purchase a self contained Flat i.e. the flat on the 3rd Floor (South Facing) i.e. Flat No – 3B, in Block – 2, measuring about 952 sqft, super built-up area properly described the Schedule 'B' hereunder written at a total consideration as follows:
The consideration for the Said Flat No. **3B** under the PROJECT SKYWOOD GREEN is Rs. **23,50,000/- (TWENTY THREE LACS FIFTY THOUSAND)** only in full & Extra charge & taxes will be applicable on the time of possession, which the Parties confirm and accept. The Total Consideration has been fixed by mutual consent and hence, it shall not be open to question by any Party in future under any situation, however the Total Consideration does not include the Extras i.e. legal fees, mutation fees, extra civil works out of specifications.
2. That the Purchaser have paid a Total sum of Rs 13,53,053/- (Rupees Thirteen Lac Fifty Three Thousand & Fifty Three) only as requested by the Developer as advance.
3. That the specification of the materials, fittings, fixtures given below in the schedule under proposed flat is in the Schedule 'C' hereunder written.
 - i) That it is agreed by and between the parties that the delivery of possession of that flat shall be made by 2018 30th November.

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- ii) That the possession will be given to the purchaser after getting full payment and after registration of deed of conveyance in favor of the Purchasers by 30th November 2018.
- iii) That the sale deed will be registered in favor of the Purchaser after getting full consideration money from the Purchaser.
- iv) If the Purchaser wants to introduce any sorts of special type of fittings or fixtures and construction work other than specification on that event the payment of extra work should be made to the Developer as and when it will be as follows :-

On Application	Rs 1,00,000
Within 30 days from Application (Agreement for Sale)	20% of BSP
On Foundation	20% of BSP
On 1st Roof casting	10% of BSP
On 2nd Roof casting	10% of BSP
On 3rd Roof casting	10% of BSP
On 4th Roof casting	10% of BSP
On Brick Works	10% of BSP
On Flooring	5% of BSP
On Registration & Possession	5% of BSP + Extra Charges + Registration Cost + Stamp Duty + Govt Levies + Legal Charges

- v) Sale deed of Flat shall be executed and registered in favor of Purchaser/Third Party after full payment is made through Company's Lawyer.
- vi) The purchaser / Third Party can transfer his/her allotted flat to other party of their choice before registration provided all dues cleared and transfer fee of 3% of flat value is paid. Locking period for such transfer of Flat is 2 years from the date of Hand Over.
- vii) Delay in payments of the respective due date over three months shall not be condoned. In case of such delay, the Flat may stand cancelled and Company shall deduct 20% of the paid amount. In case of such cancellation, the Purchaser/Third Party shall have no right on the Flat. Such payment will be refunded immediately within a month to the Purchaser/third Party by the Developer/ Second Party without any interest and after deduction of said charges. In case this refund is not made as above, the Purchaser /

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Third Party will have all the right on the flat or / and the Developer/Second party will have to pay back the total receivable amount.

- viii) The Purchaser/Third Party agrees that the allotment of the Flat it's subject to the FORCE MAJURE clause. If the Developer fails to deliver the said Flat within the stipulated period 30th November 2018, on that event the Developer/Second Party shall be liable to pay back to the Purchaser the full paid amount with interest within latest by one month.
- ix) The both the Parties shall have the liberty to enforce this agreement under specific Performance Contract Act against violation of terms and conditions of this agreement from the part of the Second Party or on the part of the Third Party.

SCHEDULE 'A' (SCHEDULE OF LAND)

ALL THAT piece and parcel of land measuring 43.71 Decimal little more or less out of 183 Decimal lying and situated at Mouza – Kharibari , J.L. No- 29. Pargana –Magura, under L.R. Khaitan No – 2223, under Purba Bishnupur Gram Panchayet, P.S. & A.D.S.R. Office Bishnupur, District: 24 Parganas South, in two different Dag Nos which are as follows:-

Land Measuring 20.71 decimal in Dag No-1002.

Land Measuring 23decimal in Dag No-1003, which is butted and bounded as follows:

By North: Land of Dag No – 1002

By South : 50'ft wide common passage,

By East : 20' ft wide common passage,

By West : Other Land of Dag No – 1002 & 1003.

SCHEDULE 'B' ABOVE REFERRED TO

(Exclusive Portion)

ALL THAT piece and parcel of a self contained Flat on the 3rd Floor (South Facing), measuring 952 Sqft approx super built up area i.e. Flat No-3B , in Block -2, along with underneath proportionate share of the ground floor of "SKYWOOD GREEN" , lying and situated at Mouza- Khariberia, J.L. NO- 29, Pargana- Magura, Dag No – 1002, 1003, L.R. Khaitan No 2223, under Purba Bishnupur Gram Panchayet, P.S & A.D.S.R Office Bishnupur, District: 24 Parganas South, which consists of 2 Bedrooms, Kitchen, Living cum Dining Room, Toilet (bath & privy), 1WC, Balcony with lift and supply of water from deep tube well source with electric connection (at the cost of Purchaser) with all amenities annexed hereto with under of all common portions described in the Schedule 'D' with the other flat owners.

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Director.

SCHEDULE 'C' ABOVE REFERRED TO**(Specification of Materials and Fittings and Fixtures)**

1. Foundation : Re-in-force cements concrete column roofing, the proportionate share of the materials (4:3:1).
2. Super structure : Re-in-force concrete framed structure area (4:3:1)
3. Walls : Brick Masonry external wall 8th and all other partition walls of 3" thick. The proportionate share of brick work are 8", 5" respectively (5:1 or 6:1) (4:2 or 4:1) ceiling plaster.
4. Flooring : All floors except kitchen and toilet floor will be Vitrified Floor Tiles with 4/5" inches skirting.
5. Kitchen/Toilet Floor : It will be finished with Anti - Skid Tiles with 4/5 "skirting.
6. Door : Frame shall be made of Wood. Flush Door (32mm) and Black Board 32mm thick flush door with both sides commercial ply hot pressed. Toilet Door of PVC.
7. Door Fittings : 2 level locks main door tower 9/6, inches tower bolts to be provided in all doors required.
8. Windows : With Aluminum frame sliding window with 3 mm glass fitted of standard make.

9. Sanitary and Plumbing Works:

Standard make P.V.C pipe G.I. pipe, P.V.C pipe of medium type of standard make, Bathroom fitting: Bathrooms will be furnished with standard make white fitting and fixtures like white commode, basin white fiber glass low down, cistern. Attached bathroom will be provided with hot and cold water lines only but there will be no greaser provided by the Developer. Stop Cock and all other bathroom fittings shall be standard make.

10. Electrical

: Main electric work connection will be arranged by the Vendor/Developer from the competent authority. But the purchasers will bear the cost for individual meter. Electrical wiring will be concealed wiring in PVC Polythene pipe buried in floors and walls and fitted with piano type switches and

SKYWOOD DEVELOPERS PVT. LTD.

Kalishanda Seta
Director.

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All flat houses: Such flat will be provided with the following electrical points:

BED ROOM : 2 Nos. light point, 1 No. Fan Point, 1 No. 5 amp plug point on main switch board and 1 AC Point.

KITCHEN : 1 No. 15 amp. Point, 1No. Light point, 1 Exhaust/Chimney point.

TOILET : 1 No. 15 amp. Point, 1No. Light point, 1no. 5 amps. Plug point, 1No. Light point.

DINING & LIVING: 1No Telephone point, 1No. T.T Plug point, 1 No 15 amp. Fridge point, 1/2 No. fan point, 2 Nos. light points, 1 No. 5 amp. Plug point on switch board.

BALCONY: 1 No. Light Point each.

11. Inside Finishing : For walls: Plaster of Paris for internal walls of all rooms, inside doors one coat of Wood Primer.
12. Toiler : White/Color 6" x 6" glazed tiles dado up to 6' ft height.
13. Kitchen : Kitchen shelf for gas oven will be black stone fitted and black stone sink kitchen platform will be covered by glazed tiles up to a height of 3' ft.
14. General : Stair case floor to be finished with Marble/Matt Tiles, garage wall & ceiling stair case wall ceiling to be given 2 coats white wash. External walls to be painted with Weather Coat Paint of standard make. All Ground Floor flooring except inside of the flat, other areas shall have I.P.S. Flooring B/W water tank to be provided.
15. Generator : A diesel /petrol generator with A.M.F. panel to be provided to cope up emergency power requirement at extra costs.
16. Lift : Lift for 6 passengers of standard make.
17. Change in Specification : In addition to our general specification the proposed owner, if so desire , may request for changing only , the

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Kali Parvati Seta
Director.