



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AH 471103

AGREEMENT FOR SALE

This Agreement for sale is executed on this 21st Day of July, 2024.

BETWEEN

Mr. SWAPAN GHOSH, PAN No- AXRPG9760D, S/o Lt. Sambhu Charan Ghosh, by faith- Hindu, by profession- Retired, Resident of Dharapara, Post & Police Station- Chandannagar, Dist. - Hooghly, WB-712136 & **Smt. LAKSMIRANI BOSE**, PAN No- FXMPB2991F, D/o Lt. Sambhu Charan Ghosh, by faith- Hindu, by profession- House wife, Resident of Dharapara, Post & Police Station- Chandannagar, Dist - Hooghly, WB-712136 and **Smt. ARUNDHATI ROY**, PAN No- APLPR6285E, D/o Lt. Sambhu Charan Ghosh by faith- Hindu, by profession- House wife, Resident of Boroichanditala Road, Laxmiganj Bazar, Jagannath Bati, Post &

Copy to
Abhisek
Shantanu Pal

Police Station- Chandannagar, Dist - Hooghly, WB-712136, hereinafter collectively called and referred to as the one of the LAND OWNERS (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, successors, administrators, representatives and assigns) of the 1ST PART.

AND

Mr. ABHISEK GUPTA, PAN NO.- AUYPG0587G, S/O.- Lt. Utpal Gupta, Subhaspully(West), Chandannagar, Dist.-Hooghly, P.O- Khalisani, P.S. - Bhadreswar, WB, 712138 & **Smt. LILA JAYSWAL**, PAN NO.- AJJPJ8355R, D/O. Lt. NABU LAL JAYSWAL, by faith Hindu and Indian Citizen, by profession business, residing at Mallick Kashim Hat, Hooghly Chinsurah, Dis-Hooghly, P.S. - Chinsurah, WB, 712103, hereinafter called and referred to as the DEVELOPER or the 2ND PART and said Abhisek Gupta & said Lila Jayswal are bounded with their registered Partnership Deed or Memorandum of Understanding which was registered on the dated of 2nd Aug, 2023 register at A.D.S.R. Chandannagar, particularly for this project.

AND

Sri. Shantanu Pal, S/o - Sri. Arup Pal, faith- Hindu, by profession- Service, Resident of Khanpur, P.O.- Khanpur, P.S. - Gurap, Dis - Hooghly, West Bengal, Pin- 712308, PAN No. - CVEPP4927J, Aadhaar No.- 8965 6247 4131, hereinafter called and referred to as the PURCHASER or the THIRD Party (3rd Party) or the party of the Third Party (Which expression unless excluded by any express clause of this Agreement shall include heirs, successors, legal representatives, administrators and assigns) of Other Part.

WHEREAS the property mentioned in the Schedule hereunder was previously owned and possessed by Nirada Mani Dasi & Gour Chandra Dasi. From the Said Nirada Mani Dasi & Gour Chandra Dasi the property was purchased by Ram Ranjan Saha by 179 No. Notary Deed on 14/06/1947. And after completing of initial registry with the Page No. of 159, Book No. of 170 on 16/06/1947, the final registry was done on the same day with the Page No. of 189, Book No. of 44 with Registry No. - 2178. And Ram Ranjan Saha became the owner of the property.

AND WHEREAS the said Ram Ranjan Saha was the sole owner of the property, the Said Naba Gopal Saha was gifted the property by Ram Ranjan Saha, who is the father of Naba Gopal Saha, by Deed of Gift registered at

Abhishek Gupta
Shantanu Pal

Sub Register Office of Chandannagar on 11/10/1955 with the Registry No.- 444, Volumn No.- 8 and Book No.- 1. And recorded with the Dag No 255, Khatian No - 149 of 0.1079 Acre Land as Bastu with constructed building and others on the name of said Naba Gopal Saha.

AND WHEREAS the said Sambhu Charan Ghosh purchased the said property from the said Naba Gopal Saha by the deed of sale registered on Chandannagar Sub Register Office on Deed No.- 851, Page No.- 158 to 167, Volumn No.- 11 & Book No.- 1 on the date of 26/09/1957. After the death of said Sambhu Charan Ghosh dated on 16/07/1970, said Manaka Gosh, W/O. - Sambhu Charan Ghosh, said Swapan Ghosh, S/O.- Sambhu Charan Ghosh, said Arundhati Roy, D/O.- Sambhu Charan Ghosh & said Laxmirani Bose, D/O.- Sambhu Charan Ghosh was the joint owner of that said property and update L.R. Mutation recorded with each 0.027 Acre Bastu Land with the L.R. Khatian No.- 303/1, 419, 22 & 354 respectively. Later on from the entire said property, the said Sandhya Rani Saha purchased 1Katha 8Chatak Bastu Land from said Menaka Ghosh, said Swapan Ghosh, said Arundhati Roy & said Laxmirani Bose by the deed of sale registered on ADSR Office Chandannagar on Book No - 1, Page No.- 55 to 62, Volumn No.- 12 & Bahir No.- 641 on the date of 07/08/2000. And the rest of said property of total 0.0829 Acre was jointly owned by said Menaka Gosh, said Swapan Ghosh, said Arundhati Roy & said Laxmirani Bose. After death of Said Menka Ghosh dated on 17/12/2021, said Swapan Ghosh, S/O.- Sambhu Charan Ghosh, said Arundhati Roy, D/O.- Sambhu Charan Ghosh & said Laxmirani Bose, D/O.- Sambhu Charan Ghosh was the joint owner of that said property and update L.R. Mutation recorded with 0.0276, 0.0276 & 0.0277 Acre Bastu Land with the L.R. Khatian No.- 419, 22 & 354 respectively.

WHEREAS the property mentioned in the A Schedule hereunder was previously owned by one Lt. Gour Chandra Sur S/o Lt. Ram Chandra Sur, from Fatakgora, P.S.- Chandannagar, Chandannagar, Dis - Hooghly, whom **Mr. SWAPAN GHOSH**, PAN No- AXRPG9760D, S/o Lt. Sambhu Charan Ghosh, by faith- Hindu, by profession- Retired, Resident of Dharapara, Post & Police Station- Chandannagar, Dist. - Hooghly, WB-712136 & **Smt. LAKSMIRANI BOSE**, PAN No- FXMPB2991F, D/o Lt. Sambhu Charan Ghosh, by faith- Hindu, by profession- House wife, Resident of Dharapara, Post & Police Station- Chandannagar, Dist - Hooghly, WB-712136 and **Smt. ARUNDHATI ROY**, PAN No- APLPR6285E, D/o Lt. Sambhu Charan Ghosh by faith- Hindu, by profession- House wife, Resident of Boroichanditala Road, Laxmiganj Bazar, Jagannath Bati, Post & Police Station- Chandannagar, Dist - Hooghly, WB-712136, hereinafter collectively called and referred to as the one of the LAND OWNERS of the 1ST PART, gave

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Shantanu Pat

complete **Power of Attorney to Abhisek Gupta (Only)** through register deed on the Date of 2nd Aug, 2023, register at A.D.S.R. Chandannagar, Deed No - I-0604-0221/2023, Book No. - 1, Volume No - 0604-2023, Page from 58620 to 58667, being No. - 060402721 for the year of 2023.

AND WHEREAS the Second Party already has prepared a Building Plan and submitted it for sanction before the authority of Chandernagore Municipal Corporation and got the same sanctioned. The Second Party according to the aforesaid Agreement for Development yet to start the construction of the Multi-storeyed building and after inspecting the Building Plan and after being satisfied with the documents of the Property the Purchaser Third Party or the Party approached the Second party to purchase one Flat with 2 Nos. - Bed Room, 2 Nos - Bathroom, 1 No - Kitchen, 1 No - Dining & Drawing, 1 No Balcony (As per approved plan) in the 3rd floor (G+3rd Floor) on East-South-West Direction of the Proposed Multi-storeyed building measuring about 830 square feet (minimum Super built up) residential flat on Third Floor (G+3) at a total price of Rs. **23,00,000/- (Rupees Twenty Three Lakhs only)** and the Second Party has agreed to sell the Residential Flat of the proposed Multi-storied building the details of which has been mentioned in the C Schedule hereunder with 2 Wheeler shaded and common Parking space.

NOW THIS INDENTURE WITNESSES AS FOLLOWS:-

- a) In consideration sum of Rs.- 20,000/- (Rupees Twenty Thousand only) of the Total Consideration of to Rs. **23,00,000/- (Twenty Three Lakhs only)** through Cheque No.- 099944, SBI Bank by the party of the Third Part to the Party of the Second part and on receipt of the same the Party of the Second Part hereby agree to sell, assign, transfer the right, title, interest of the Residential Flat in the 'B' Schedule to the Third Party or to the person to be nominated by the party of the Third Part.

TERMS AND CONDITIONS:-

1. That the Third Part or Party shall pay the Balance amount out of the Total Consideration to the Second Part or Party in the manner given hereunder in clause 10. It is expressly agreed by and between the parties that the payment of consideration money as stated above in the essence of the contract and any deviation or default may lead to the outright cancellation of this Agreement.
2. That the party of the Second part shall complete the proposed Multistoried building according to the Building Plan mentioned above and

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Shantanu Patel

according to the Specification given hereunder, within a period of 12(Twelve) months to 15 (Fifteen) months from the date of foundation work started.

3. That after payment of the balance consideration money (As per table No - 1) the Second Party shall register the Deed of Conveyance in favour of the Party of the Third Part at the cost of the Purchaser/Third Part and the vacant possession of the said Flat mentioned in the Schedule 'B' will be delivered on the very Date of Registration (or on the very Date of full payment of the total consideration money) along with the benefits and facilities mentioned in the C Schedule hereunder as per the specification given hereunder in Schedule D hereunder.
4. That if the Purchaser in future shall decide not to purchase / cancel this agreement in that case the amount already paid to the Developer / Second Part will be forfeited and the Purchaser shall have no right to claim the said Advance money or the Purchaser shall not demand for the said Advance money.
5. That in case if the Second Party fails to complete the residential flat in question within the stipulated time or fails to register Sale deed in favor of the Purchaser the Second Party shall be bound to return the money taken in advance with 18% interest.
6. The Building shall be constructed with the standard Building materials and the party of the Third Part shall have the right to inspect the flat before registration.
7. The flat in question shall be completed in all respect and will be ready for delivery of possession by the time of registration of the sale deed within 12 (Twelve) months to 15 (Fifteen) months from the date from the date of foundation work started.
8. If any dispute arises between the Parties, the same shall/may be settled legally within the specified jurisdiction of Chandannagar without the involvement of any Arbitrator or any other Third Party.

EXECUTION AND REGISTRATION OF DOCUMENTS

9. The model draft of the deed of Conveyance will be prepared by the Party of the Second part and the same will be approved by both the Parties and necessary expenditure on the Value of the 'B' Schedule Flat to be sold, calculated by the Government (Registration office) will be deposited to the Party of the Second part and the necessary registration

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of the said subject Flat will be made by the Advocate appointed by the purchaser after mutual agreement by both the parties.

10. TERMS OF PAYMENT FOR BOOKING AND POSSESSION OF FLAT:-

a) 1st payment: - Rs. 20,000/- (Rupees Twenty Thousand Only) as down payment.

b) The Balance payment:- The balance of the consideration money will be paid depends on the completion status of the Flat as step by step or as per define in Table No. -1 in all respect according to the specification given hereunder before handing over the possession of the Flat from the account of Third part of party or any family member's account of Third part or party with proper documentation.

Payment Schedule Table -

Table No. - 1

<u>Payment Schedule</u>	<u>Payment Timing Vs Work Schedule</u>	<u>Condition</u>
20,000/-	Token Advance	*** Conditional
80,000/-	Booking Advance (After Plan Sanction)	Non Refundable
10% of 23 Lakhs	After Foundation Work Started	Pay Within 15 Days
10% of 23 Lakhs	After Ground Floor Roof Casting	Pay Within 15 Days
10% of 23 Lakhs	After 1 st Floor Roof Casting	Pay Within 15 Days
10% of 23 Lakhs	After 2 nd Floor Roof Casting	Pay Within 15 Days
10% of 23 Lakhs	After 3 rd Floor Roof Casting	Pay Within 15 Days
10% of 23 Lakhs	After Linton & Bricks work Completion.	Pay Within 15 Days
20% of 23 Lakhs	After Conceal & Plaster Work	Pay Within 15 Days
10% of 23 Lakhs	After Vitrified & Tiles Work Completion.	Pay Within 15 Days
1,30,000/-	On the time of Final Registry.	Pay Within 15 Days

***** Condition - Token Advance 20,000/- is non-refundable only if booking was canceled by 3rd Party or Purchaser.**

******* If Third Party fail to pay as per schedule, Second Party or Developer can resale and register to other this flat / property after waiting of 7 Days from schedule date.**

All payment will be done in the favor of "Gupto Civil & Engineering Services Pvt. Ltd.". If any changes needed or further changes required on bank account, it will be done by the decision and concern only and as per Abhisek Gupta (Second Part or Party).

Abhishek Kumar
Santana Lal

11. The Second Part or Party will issue a notice for payments after completion schedule works mentioned above, the Third Part or Party shall pay the amount specified above within fifteen days after issuing the said notice. The Third party shall have the right to make the payment only after due verification of the work done and after being satisfied with the building materials.
12. That the Second Party/ Developer reserves its right to extend the Building up to one floor, obviously after getting the revised Building Plan sanctioned by the Chandernagore Municipal Corporation. In that case the Purchaser, even after getting possession of the allotted flat shall not obstruct the work of the Developer.
13. That the parties agree that in case of the decision of the Third party in course of the period of agreement, not to purchase the Schedule Flat, the money paid in advance as the payment schedule the same will be returned by the Second party to the Third party.
14. Lift should be ready within 3 Months before registry or hand over the property.
15. Grill & Shutter will be provided by Third part or party excluded with in this price. Electrical Transformer and installation cost will be divided within each flat owners as per covered area ratio and calculated by only 2nd Part or Developer.
16. Third part or party have to follow the society rule and elected Society Secretary for using / maintaining stair, lift, parking, common passage etc. Second Part or party (Or Developer) is the present Society Secretary till possession hand over of minimum 85-90 % of entire project
17. 2nd Party Have to start the project within 6months (Maximum) from this agreement.

WE, the above named Intended DEVELOPER and the Intending Purchaser do hereby undertake to comply with the above referred terms and conditions laid down in the instant Agreement for Sale.

That the contents made in this Agreement for Sale have been drafted as per instructions and advice of the both the parties. All the parties have gone through this Agreement for Sale carefully and treat the same has been correctly drafted. We sign on it voluntarily and without instigation of others.

Abhisek
Sankar Das

A SCHEDULE

ALL THAT piece and parcel of Bastu land measuring about 0.0829 Acre situated at Dharapara Lane, Dharapara, P.O. & P.S. - Chandannagar, Holding No. 689 (new), under Ward No. 7, Mouza and P.S.- Chandernagore, J.L. No. 1, Sheet No. 7, R.S. Khatian No. 149 and R.S. Dag No. 255 corresponding to L.R. Khatian No. 419, 354 & 22 and L.R. Dag No. 373 in the District Hooghly.

THE PROPERTY IS BUTTED AND BOUNDED BY:-

ON THE SOUTH : Property of Dag No.- 370.

ON THE NORTH : Municipal Road

ON THE EAST : Property of Chandan Das, Dag No.- 372 & 371.

ON THE WEST : Property of Dag No.-374.

B SCHEDULE

Within the A schedule property oneself contained residential unit with Unit No - 12, Flat No - 4C, a complete 2BHK residential Flat measuring a of 830 sq.ft including super built up area (+/-) / 615sq.ft including Covered area (+/-) in the 3rd (G+3rd) floor of the proposed multi-storeyed building with 2 Wheeler common Parking Space.

North - Flat No - 4B & Common Passage, Stair & Lift Space.

South - Open to Sky.

East - Open to Sky, Flat No - 4B & Lift Space.

West - Open to Sky.

C SCHEDULE

Specification of the Flat/ Parking /Shop Room

1.General: The building shall be RCC framed structure as per Chandannagar municipal corporation sanction plan.

2.Brick work: All exterior brick will be 8" thick in mortar as approved by Chandannagar municipal corporation all partition brick wall shall be 5" thick in mortar.

3.Plaster work: The outside and inside of the building will be plastered.

4.Living/Dining/Lobby/Passage:

- Floor: Vitrified Tile. (Up to Rs 45/- to 50/- per sft rate material)
- Walls: POP with Primer.

5. Bedrooms :

- a. Floor: Vitrified Tiles (Up to Rs 45/- to 50/- per sft rate material)
- b. Walls: POP with Primer.

6. Kitchen :

- a. Floor: Vitrified Tiles/ Partex (Up to Rs 40/- per sft rate material)
- b. Walls: Glazed Tiles up to 3'-6" above counter and pop with primer on the rest of the wall.
- c. Counter: Granite Top with Stone partition.
- d. Fitting/ Fixtures : Single lever CP fitting, SS sink, Provision for kitchen chimney, Microwave and water purifier.

7. Balcony :

- a. Floor : Ceramic Tiles
- b. Walls : Exterior Part
- c. Ceiling : Exterior Part
- d. Railing : Stainless Steel or Toughen Glass or mix of both.

8. Doors :

- a. Entrance Doors : Shall or any hard wood frame with Tick Wood Plunks.
- b. Internal Doors : Hardwood frame, flush door shutters.

9. Windows : Aluminium Glazing

10. Electrical : Standard switches and copper wiring with ISI material.

11. Air-conditioning : provision for AC fitting in every room.

12. Toilets :

- a. Floor : Ceramic
- b. Walls : Ceramic tiles up to 6'-0" and rest portion POP
- c. Fitting / Fixtures : Single lever CP fitting. Basin (in one toilet) & EWC . Provision for Exhaust Fan, White coloured sanitary fitting, Shower, Provision for Hot and Cold water line in one toilet.

14. Lift : Lift room and lift wall.

15. Water supply & drainage connection for Basin and Washing Machine will be provided by Developer as per mutual agreed places. Electrical connection of 1 Refrigerator, 1 Bath room gijjer & 1 Microwave point in Kitchen will be provided by Developer as per mutual agreed places.

16. The quality of the material and the brand of material will be under the discretion of the Developer and as per the availability and suitability of the materials.

*** The Shutter of the shop room/parking in the front side will be totally with the cost to be expended by the Purchaser. No Gril will be provided on windows and doors.

Documents received by 3rd Party or Purchaser -

1. Register Development Agreement & Power of Attorney
2. Register Partnership Deed.
3. Mother Deed.
4. RS Parcha
5. LR Parcha.
6. Corporation Tax and Holding No.
7. Corporation AIR Copy.
8. Tentative Building Plan.
9. Position Marking with maximum 1-2% Changes probability.
10. Company Profile.
11. One Copy of Sale Agreement.

IN WITNESS WHEREOF the parties hereto set their hands and sign on this Agreement on the day, month and year mentioned above with mental & physical normal condition without any internal & external pressure.

WITNESSES:

1) Ramajoy Dey
C/o - Mohan Dey
11, Anam Kay Lane, Bluebriarway,
Hooghly, Pin - 712124, W.B

Shilpami Kar,
C/O Beyerndale - Kar,
acuphikara Hooghly,
Pin - 712512

For Abhisek Dey

Signature of the LAND OWNER / 1st
Part or Party

Abhisek Dey

Signature of the DEVELOPER / 2nd
Part or Party

Shantilata Pal

Signature of the PURCHASER / 3rd
Part or Party