

TO ALL TO WHOM THESE PRESENTS SHALL COME I, TAPAN KUMAR DEY, Advocate Alipore Court duly appointed by the Central Government and practising as a NOTARY in the district of 24 Parganas of the State of West Bengal within the Union of India, do hereby declare and certify that the Paper Writings collectively marked 'A' annexed hereto, hereinafter, called the "Paper Writings A" are presented before me by the executants (s).

JANOLMENT FOR Sale Between

JULY SALT BHATTA CHARTIE SO dals

HEMCHANDER PARATTACHARTIE SO DALS

BHATTACHARTIE SO dals Homchandra

BHATTACHARTIE SO DALS HOMCHANDRA ROCOL, P.S.

Sha Kur Pulgun, Kalkata - Joo O. C. Lathers.

hereinafter referred to as the "executant (s)" on this the 0.3rd

day of October Two thousand even

The "executant (s)" having admitted the execution of the "Paper Writing A" in respective hand (s), in the presence of the witness (es), who as such, subscribe (s) signature (s) thereon, and being satisfied as to the indentity of the executant (s), and the said execution, I have authenticated verified and attested the execution of the "Paper Writings A" and testify that the said execution is in the respective hand (s) of the executant (s),

AN ACT WHEREOF being required of a Notary, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

IN FAITH AND TESTIMONY WHEREOF
I, the said Notary, have hereunto set and subscribed
my hand and affixed my Notarial seal
on this the day
of 2007



Off.: Alipore Criminal Court Bar Association Kolkata - 700 027

Ph.: 2479 1068

Resi.: Amulya Bhavan 10, Seventh Street, Modern Park Santoshpur, Kolkata - 700 075

Ph.: 2416 1861 9830314080 (T. K. Dey) 9831109694 (Sujit) TAPAN KUMAR DEY
Notary
Govt. of India
Alipore Judges & Criminal Court,
Kolkata - 700 027
Regd. No. 1537 / 2000

Dist. 24-Parganas

TAPAN KUMAR DEY

NOTARY.

Alipore Judata & C. Iminal Count

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Rend. No. 1537/2000

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D. S. Construction

D. S. Construction

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Proprietor

THIS AGREEMENT FOR SALE is made this 3 day of Other in the year of Two thousands and Seven A.D. BETWEEN (i) SMT. SANTI BHATTACHARJEE wife of Late Hemchandra Bhattacharjee, by occupation - Housewife, (ii) SRI GOUTAM BHATTACHARJEE son of Late Hemchandra Bhattacharjee, by occupation - Land owner, both at present residing at 5, Bombay Bagan Road, Police Station - Thakurpukur, Kolkata -



S. C. MAJUMDER Advocate

S. C. MAJUMDER 21

ANDON Police 21

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700 061, both by faith - Hindu, hereinafter jointly and collectively referred to as the VENDORS (which terms or New terms shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrator, representatives nominees and assigns) of the ONE PART.

A N

M/S. D. S. CONSTRUCTION, a Proprietorship Firm having its office at Indu Apartment, Third floor, Baguihati, Baguipara, 44 Bus Stand, Near State Bank of India , District - North 24 Parganas represented by its Proprietor SRI DEBABRATA SARKAR son of Late Jogesh Chandra Sarkar, residing at 28A, Rupnarayan Nandan Lane, Police Station - Bhowanipore, Kolkata - 700 025, hereinafter called and referred to as the PURCHASER / DEVELOPER (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Directors for being and their respective his/her/their heirs, executors, administrators, representatives, successors-in-office, nominees and assigns) of the OTHER PART.

WHEREAS Jogendra Nath Bhattacharjee, Rajendra Nath Bhattacharjee both sons of Late Durgagati Bhattacharjee, Motilal Bhattacharjee son of Late Jyananath Bhattacharjee, Smt. Parbati Debi wife of Late Bhajokali Bhattacharjee and one Harihar Chatterjee son of Late Trailakya Nath Chatterjee were seized and possessed of as their inherited property of all that land and building lying and Tsituated and comprised in Mouza - Sahanagar, also known as Kalighat, Division -Sub Division - D , Holding No. 19 and 22 , Police Station - Tollygunge ,

District 24 Parganas.

AND WHEREAS for better enjoyment, occupation and possession the said Harihar Chatterjee as Petitioner filed a Suit for Partition vide Title Suit No. 186 in the year of 1910 before the First Subordinate Judge at Alipore wherein Jogendra Nath Bhattacharjee, Rajendra Nath Bhattacharjee both sons of Late Durgagati Bhattacharjee Motilal Bhattacharjee son of Late Jyananath Bhattacharjee, Smt. Parbati Debi wife of Late Bhajokali Bhattacharjee mentioned therein as Opposite Party.

AND WHEREAS on the basis of final report of Arbitrator, the Ld. Court on 1st day of October, 1910 passed a decree wherein it is clearly mentioned that Jyogendranath Bhattacharjee shall get 17 Cottahs 9 Chittacks and 17 Sq.ft. of land, more clearly mentioned as 'Plot No. Ga' and more clearly shown in the annexed plan thereto and Rajendranath Bhattacharjee shall get 10 Chittacks 23 Sq. fterf land, more clearly mentioned as 'Plot No. Gha' and more clearly shown in the annexe thereto and Motilal Bhattacharjee shall get 16 Cottahs 6 Chittacks 10 Sq.ft. of clearly mentioned as 'Plot No. Cha' and further 1 Cottans 2 Chittings and 19 Sq.ft. of land more clearly mentioned as 'Plot No. Cha-1' and more clearly shown in the annexed plan thereto and Smt. Parbati Debi shall get 4 Chittacks of land more clearly mentioned in the 'Plot No. Chha' and more clearly shown in the annexed plan thereto and Harihar Chattopadhyay shall get 1 Bigha 5 Cottahs 13 Chittacks and 16 Sq.ft. of land more clearly mentioned in the 'Plot No. Ja' and further Cottahe 6 Chittacks and 31 Sq. ft. of land more clearly as 'Plot No. Ja-1' and more clearly shown in the annexed plan thereto and demarcated by borders of different of colours therein .

AND WHEREAS thus the said Motilal Bhattacharjee became the absolute Owner of 16 Cottahs 6 Chittacks 10 Sq.ft. of land and further 1 Cottahs 9 Chittacks and 19 Sq. ft. of land and Smt. Parbati Debi became the absolute Owner of 4 Chittacks of land in Mouja - Sahanagar , also known as Kalighat , then known as Nepal Bhattacharjee Second Lane, Police Station - Tollygunge, District 24 Parganas.

AND WHEREAS while the said Smt. Parbati Debi was enjoying all that 4 Cottahs of land died leaving behind her only daughter Smt. Kusum Kumari Debi wife of Motifal Bhattacharjee and Smt. Kusum Kumari Debi died leaving behind her two name Hem Chandra Bhattacharjee and Purna Chandra Bhattacharjee both sons at Late Motilal Bhattacharjee and the said Motilal Bhattacharjee predeceased her.

AND WHEREAS after demise of said Motilal Bhattacharjee and Kusum Kumari Bhattacharjee their two sons namely Hem Chandra Bhattacharjee and Purna Chandra Bhattacharjee were jointly seized and possessed of 16 Cottahs 6 Chittacks 10 Sq. ft. of land and further 1 Cottahs 9 Chittacks and 19 Sq.ft. and 4 Cottahs of land then known as Nepal Bhattacharjee Second Lane, Police Station - Tollygunge District 24 Parganas

AND WHEREAS the said Hem Chandra Bhattacharjee and Purna Chandra Bhattacharjee amicably partitioned their inherited property and the said Hem Chandra Bhattacharjee been allotted with 1 Cottahs 9 Chittacks and 19 Sq. ft. of land and 2 Cottahs of land out of 4 Cottahs with other landed properties and Purna Chandra Bhattacharjee been allotted with entire one half portion of landed properties left by his parents namely Motilal Bhattacharjee and Kusum Kumari Debi as aforesaid.

AND WHEREAS said Hem Chandra Bhattacharjee data applied for mutation of his name in respect of his inherited property being 17 Coltans 9 Chittacks 19 Sq. ft. of land with 2 Cottans of land contiguous to each other aggregating to a total land measuring 3 Cottans 9 Chittacks and 19 Sq. ft. but now as per present measurement it comes to 3 Cottans 4 Chittacks 34.30 Sq. ft. into a single Unit and duly mutated his name before the then Corporation of Calcutta at present within The Kolkata Municipal Corporation and the said property now within Ward No. 83, now, known and numbered and distinguished as 21A, Rash Behari Avenue, Police Station - Kalighat, Kolkata - 700 026 was paying municipal taxes regularly and enjoying the same free from all encumbrances but subject to occupation of a few Tenants occupying part and portions of the said Premises.

AND WHEREAS the said Hem Chandra Bhattacharjee who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 27th day of November, 1979 leaving behind him surviving his wife Smt. Santi Bhattacharjee, two sons namely Sri Goutam Bhattacharjee and Sri Pradip Bhattacharjee as his only legal heirs and successors and no other person or persons as his heirs and successors.

AND WHEREAS the said Sri Pradip Bhattacharjee being unmarried who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 07.05.2001 leaving behind him surviving his mother Smt. Santi Bhattacharjee and one brother Sri T.Gontam Bhattacharjee as his only legal heirs and successors and no other person or persons as his heirs and successors.

AND WHEREAS as per law of inheritance and Hindu Succession Act., the present Owners namely (i) Smt. Santi Bhattacharjee and (ii) Sri Goutam Bhattacharjee thus became the joint Owners of all that land as per physical measurement 3 Cottahs 4 Chittacks 34.30 Sq.ft. now within The Kolkata Municipal Corporation and the said property now within Ward No. 83, now, known and numbered and distinguished as 21A, Rash Behari Avenue, Police Station - Kalighat, Kolkata - 700 026 District South 24 Parganas, the particular of such property more fully described in the FIRST SCHEDULE hereunder written and enjoying the same having good right, marketable title and peaceful possession over the same and paying municipal taxes regularly enjoying the same free from all encumbrances subject to occupation of a few Tenants occupying part and portions of the said Premises.

AND WHEREAS the present Vendors herein have that Cexpressed their intention and desire to dispose of the said property on an as is where is basis at or for a consideration of Rs. 40,00,000.00 (Rupees Forty lacs) only to a Purchaser / Developer who is capable enough to develop the said Premises.

AND WHEREAS the present Purchaser/Developer herein being interested to purchase the entire property as aforesaid on an as is where is basis with the liabilities of the existing tenants, with the benefit of the sanctioned building plan to be obtained from the Kolkata Municipal Corporation in the name of the recorded Owners of the Schedule below property approached the present Vendors herein for selling the Schedule below property to the present Purchaser free from all encumbrances.

AND WHEREAS in view of the aforesaid representations, the Purchaser/
Developer agreed to purchase the same at or for a total consideration of
Rs. 40,00,000.00 (Rupees Forty lacs) only, on an as is where is basis with
the liabilities of the existing tenants subject to the Property found to be free
from all encumbrances, charges, liens, attachments, whatsoever with the
benefit of the sanctioned building plan to be obtained from the Kolkata
Municipal Corporation in the name of the recorded Owners, the particular
of such property morefully described in the Schedule hereto and hereinafter
Top the sake of brevity referred to as "the said Property".

NOW THIS AGREEMENT WITNESSETH as follows:-

37 200 that the fore execution of this agreement the Vendors have represented and
Purchaser/Developer has satisfied as follows:-

- a) That the Vendors hereby declare that the said property situated thereon is free from all encumbrances, charges, liens, attachments, lispendence, mortgage, whatsoever save and except as aforesaid.
- b) That no notice of acquisition or requisition or any alignment on the said premises or any part thereof has been received by or served upon the Vendors nor the Vendors has any knowledge or is aware of such notice of acquisition or requisition on alignment of the said premises or any part thereof.

- c) That the said property or any part thereof (190 not patracted by the provisions of the Urban Land (Ceiling and Regulation) Act., 1976.
- d) There is no impediment under any law for the time being in force for the Vendors to obtain necessary clearance certificate from any statutory authority or authorities, if required under the law.
- e) That the Vendors have not entered into any agreement and/or there subsists no Agreement for sale and/or transfer of the aforesaid property or any part thereof.
- f) That the Vendors have not created any encumbrances or charges or any mortgage or any lien in respect of the aforesaid property or any part thereof and declare and confirm that the said property is free from all encumbrances, charges, liens, attachments, lispendents, whatsoever save and except the occupation of the existing Tenants as aforesaid.
- g) That there is no impediment under the law for the time being in force for the Vendors to sell, convey and transfer the aforesaid property to the Purchaser hereunder.

h) That believing on such representations the Purchaser/ Developer after necessary searches being prima fascia satisfied with the title of the chedule below property entering into this agreement with the Vendors.

That the Vendors have agreed to sell and the Purchaser/Developer has agreed to purchase all that the piece and parcel land measuring about 3 Cottahs 4 Chittacks 34.30 Sq. ft. more or less being known and numbered as Municipal Premises No. 21A, Rash Behari Avenue, Police Station - Kalighat, Kolkata - 700 026 at present within the Kolkata Municipal Corporation, Ward No. 083, at or for a total consideration of Rs. 40,00,000.00 (Rupees Forty Lacs) only shall be payable to the Vendors subject to the Property found to be free from all encumbrances, charges, liens, attachments, whatsoever with the benefit of the sanctioned building plan to be obtained from The Kolkata Municipal Corporation in the name of the present Owner.

orty Lacs) only 3. That the aforesaid sum of Rs. 40,00,000,000 Rupe has been agreed to be paid by the Purchase 2000elope to the of the First Part in the following manner

Rs. 6,00,000.00 a.

has to be paid on or before execution of this Agreement for Sale and simultaneous execution of the registered Power of Attorney in favour of the Purchaser for obtaining sanction of building Plan and settlement of the existing tenants.

8,00,000.00 b. Rs.

After mutation of names of the present Owners in the records of the Kolkata Municipal Corporation in respect of the said Premises and settlement of . Application for mutation the existing tenants shall be made within 21 days from the date hereof and mutation shall be completed within four months from the date of application.

Rs. 11,00,000.00

After obtaining sanction of building plan from the Kolkata Municipal Corporation in the names prior but **Owners** of the present work to be construction commencement of commenced within 120 days from obtaining sanctioned plan against execution and registration of Power of Attorney in favour of the Purchaser/Developer for sale of different parts and portions of the proposed building to any intending Purchasers being the nominees or assignees the Purchaser/Developer.

Rs. 15,00,000.00 d.

After completion of construction of the proposed building which shall be within months from the date of obtaining sanction of building plan from the K.M.C.

Vendors hereby upon execution of this Agreement the Simultaneously 4. handover joint physical possession of the Schedule below property to the Purchaser herein and have also already handed over to the

Developer Xeroxed copies of the Title Deeds, other relevant documents and connected papers in part performance of the contract for search and investigation by the Purchaser/Developer to satisfy themselves as to the good clear and marketable title of the Vendors to the property intended to be sold and the Purchaser/Developer shall be at liberty to make necessary paper publication as it may think fit and proper without any consent of the Vendors. The Purchaser/Developer after execution of this Agreement for Sale shall be at liberty to put up sign board and/or hoarding in the said premises in the name of the Owner/Vendors to ensure the marketability of title and for which the Owner/Vendors shall have no objection for the same.

5. It has been represented by the Vendors that they have not entered into any agreement of any nature, whatsoever, in writing regarding the aforesaid property including any joint development with any local promoter prior to execution of this agreement and on the basis of the aforesaid representation the Purchaser/Developer is entering into this agreement and accordingly, it has been agreed by the Purchaser/ Developer that within the stipulated time frame as aforesaid shall make payment of the total consideration to the Vendors herein as agreed upon.

Schedule below property on clear understanding that the Purchaser/
Developer shall at his/their own cost and responsibility apply before the
2000 Kolkata Municipal Corporation for obtaining sanction of building plans in
the names of the present Owners being the Vendors herein and as such
the entire spirit of this agreement is to buy the property hereof with
the benefit of the sanctioned building plan with modification or revision
if required which is to be obtained from the Kolkata Municipal
Corporation as the Purchaser/ Developer may deem fit and proper and
the Vendors shall not be effected or liable in any manner whatsoever.
Be it mentioned that the Vendors if required shall sign on all papers,
plans etc. required for sanction of the same.

at is, however, made clear that the Purchaser/Developer agreed to purchase

7. The Vendors simultaneously with the execution of this Agreement shall take all necessary steps to mutate their joint names in the records of the Kolkata Municipal Corporation in respect of the said premises at their own cost and expenses with the assistance of the Developer/ Purchaser if

0 3 OCT 2007 0 3 OCT 2007 required and shall also execute and registrar a Power of Attorney in favour of the Purchaser if required for obtaining the Nanctioned building plan in the name of the present Owner and also to negotiate with the existing tenants.

- 8. The Vendors shall be solely liable and responsible to pay municipal taxes and other outgoings in respect of the said premises till the date of obtaining sanction of building plan and subsequently the Developer/Purchaser shall be responsible for payment of the same.
- The Vendors, however, agreed to extend all necessary co-operation with the Purchaser/Developer for obtaining sanction plan of new proposed building.
- 9. The Purchaser/Developer, however, prior to payment of full and final consideration as agreed upon shall not be entitled to assign and/or transfer such right, title, interest and benefits of this agreement which shall remain exclusively with the Vendors and shall be given to the Purchaser/Developer only on payment of consideration money in full or may do so with the approval and consent of the Vendors.
- 10. The Payment agreed to be paid by the Purchaser/Developer towards the consideration money in the manner as stated herein above is to be strictly complied with and the time shall be the essence of the contract. However such stipulated time frame may be extended for a further period of six months from the date of expiry of such stipulated time frame as aforesaid only in case of any Force Majure reasons.

That simultaneously upon payment of the full consideration the Vendors herein shall be bound to execute the Deed of Conveyance or Conveyances in respect of the aforesaid property either in favour of the Purchaser/Developer or in favour of its nominees or assignees as the case may be.

12. The Purchaser/Developer, however, will be entitled to invoke the nominee clause and the Vendors accordingly, agreed to execute the Deed of Conveyance or Conveyances in parts in favour of such nominee or nominees of the Purchasers subject to payment of the entire consideration

money within Schedule times/times and culfilling pal None soligations as stated herein by the Purchaser/Developer

- 13. The Vendors, however, agreed and undertake that before completion of sale of the Schedule below property, if any further encumbrances of any nature, whatsoever, is detected save and except mentioned herein above in such case the Vendors shall be liable to get the same free and incase, if however, the Vendors fails to liquidate any liability (if detected) in respect of the Schedule below property, in such case the Purchaser/ Developer shall be at liberty to liquidated the same and to adjust such amount out of the consideration money due and payable by the
 - 14. That the cost, charges and expenses including the stamp duty, registration fees in connection with completion of the aforesaid sale shall be borne by the Purchaser/Developer.

Purchaser/Developer to the Vendors.

15. Any notice required to be given by the Purchaser/Developer shall be without prejudice to any other node of service available be deemed to have been served on the Owner if delivered by hand or sent by pre-paid registered post and shall be deemed to have been served on the Purchaser/Developer by the Vendors, if delivered by hand sent by pre-paid registered post.

Courts at Alipore, 24-Parganas (South) alone shall have jurisdiction entertain and try all action, Suits and proceedings arising out of States presents between the parties.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring 3 Cottahs 9 Chittacks and 19 Sq. ft. but now as per present measurement it comes to 3 Cottahs 4 Chittacks 34.30 Sq. ft. be the same a little more or less with old dilapidated structure as standing thereon comprised in Municipal Premises No. 21A, Rash Behari Avenue, Police Station - Kalighat, Kolkata - 700 026, Sub Registration office at Alipore, previously within Tollygunge Municipality, then within Corporation of Calcutta, now The Kolkata Municipal Corporation Ward No. 083, being present and butted and bounded in the following manner:-

ON THE NORTH:

By 21B, Rash Behari Avenue.

ON THE SOUTH:

By Rash Behari Avenue.

ON THE EAST :

By 23A, Rash Behari Avenue.

ON THE WEST

By Common passage.

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

SIGNED, SEALED AND DELIVERED BY THE VENDORS IN PRESENCE OF:-

1. RAKESH GUPTA SEJOYPAASAD GUPTH 114/3B TOLLY GUNGE ROLD NOL-26

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2. Bonalshori Des Rac W. Bonkulijheri Des Ros

(VENDORS)

SIGNED, SEALED AND DELIVERED

BY THE PURCHASER/DEVELOPER

V DO PRESENCE OF :-

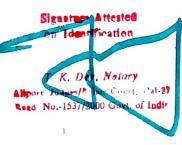
D. S. Construction Proprietor

(PURCHASER/DEVELOPER)

2. Roxest Make In-22A Tollyguege Ross.

KOLKATA - 20.

Mabahume Muhry



0 3 OCT 2007

MEMO OF CONSIDERATION

D By on Alc. payer chaque vide No. 238216 df. 10.10, 2007 drawn on Dena Bank Bhowamibur Branch.

REGD NO. Rs. 2,00,000 = 10

2) by on Mc. payu chaqueride No. 238217 dr. 18,10,2107 drawn on Dena Bomx Showanifm branch

. R. 2, W, OW : 13

3) By Cash through R. B. I. NBV

R. 6,00,000 · 00

(SNO DE ROPEST

IN PRESENCE OF :-

RAKESH GUPTA BZ JOY PRASAD GUPTA 114/38 TOLLY GUNG E ROAD KOL-28

Bonglohan Des Rus Boukelinai De Ren 22/B Talksings Rowl. Gel-26.

DRAFTED BY ME :

Dirduwan V SUBIR KUMAR DUTTA

Advocate.

Alipore Civil and Criminal Court, Calcutta - 700 027.

TYPED BY ME:

18, Moore Avenue, Calcutta - 700 040.

Paper Writings 'A'
&
The Relative Notarial
Certificate

0 3 OCT 2007



0 3 OCT 2001

Tapan Kumar Dey

Advocate
ALIPORE JUDGES & CRIMINAL COURT

T. K. DEY REGD. NO. 1537/2000

NOTARY

Govt. of India Regd. no. 1537/2000

ADDRESSES

Chamber:

"HEMANTABHA APARTMENT"

63, Santoshpur Avenue Kolkata - 700 075

Mobile Phone: 9830314080 (T. K. Dey)

9831109694 (Sujit)

Office:

ALIPORE CRIMINAL COURT

Bar Association (1st Floor) Kolkata - 700 027 Phone: 2479 -1068

Residence:

"AMULYA BHAVAN"

10, Seventh Street, Modern Park Santoshpur, Kolkata - 700 075 Phone 2416-1861