

# RAINBOW CONSTRUCTION

No:



46/1D, B.T. Road, Kolkata-700 050 Bankra (3No. Gram Panchayet), G.I.P. Colony Domjur, Howrah

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| Received with thanks from N | Ir.Mrs Koadus Cu    | mar Sarkar       | 400           |
| Address 778/1 N             | 10th Diananipur     | K.G. P. Basch    | in Madidiano  |
| in Cash/Cheque/Draft/Part/A | dvance/Full Payment | en thousand      | 4 One Only    |
| Booking Flat Area 191       | 76000               | sa Marth -       | west 800 saft |
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|                             |                     | For Rainbow      | Construction  |
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| Booking Flat Area          | Hoop                   | Sft. \$      | 0 96 30/05        | 3             |
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|                            |                        | 1            | To ship of        |               |
| ₹ 3,90,00                  | 10 F                   | ,            | 11 738 17/13      |               |
|                            |                        | F            | or Rambow Constru | otion         |



SANDHYA BETAL

M.A., LL.B. ADVOCATE & NOTARY (Regd. No. 62/2002) Howrah, West Bengal, India

Ø: 2055 5495

PLACE :

5/1/3, SHIB GOPAL BANERJEE LANE, SALKIA, HOWRAH - 711 106 & HOWRAH JUDGES' COURT

.17 JUL 2013

## NOTARIAL CERTIFICATE

PURSUANT TO SEC 8 OF THE NOTARIES ACT, 1952) (ACT 53 OF 1952)

> TO ALL TO WHOM THESE PRESENTS shall come I, S. Betal duly appointed by the Governor of W. Bengal to practice as a NOTARY PUBLIC do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed here upto collectively marked "A" on its being executed, admitted and identified by the respective signatories, as to the matters contained therein presented before me by the executant(s) his/her

| Cd. Lawyer | and / or his | Ineir represented(s) |
|------------|--------------|----------------------|
| Sri/Smt    | TIMPE-       | BETOL                |

| andothers.   |
|--|
| Accordingly, this is to certify authenticate and         |
| attest that the annexed instrument "A" is the            |
| Affidavit/Partnership Deed/Power of Attorney             |
| Agreement/Will/Declaration / Bond executed on 17-07-2013 |
| LY STUSME GAUTAM PAUL 8                                  |
| others, Prima facie the annexed instrumen                |
| appears to be in the usual procedure to serve            |
| and avail as needs or occasions shall or may             |
| require for the same and it contains 0NE                 |
| toPages.   |
|  |

INFAITH AND TESTIMONY WHEREOF being required for a NOTARY I, the said Notary do hereby subscribe my hand and affix my Seal of Office at Howrah on this the \_\_\_\_ 17 \tau\_day of JULY In the year 2013

Signature(s) L.T.I.

SANDHYA BETAL NOTARY PUBLIC

NOTARIAL

NOTARIAL

NOTAR .L STAMP Affixed / Notaffixed Partel 17.1:13



| Date 13-07-2013                    | 115                                 |
|------------------------------------|-------------------------------------|
| Name PRADIP KUMAR SARKAR           |                                     |
| Address 778/1, NORTH BHAWANIPUR,   |                                     |
| Contact Number :Mob                | ile : 09437565005,084570523S        |
| Required SqFT. 800 with 201 SB (In |                                     |
| Choice of Floor 1ST (NORTH- LABST) |                                     |
| Additional Work Request YES        | CONS                                |
| Mode of Payment CASH               | Control Board, 15                   |
| Signature of Customer              | Signature for Rafinbow Construction |

Site Office: Bankra, 3 No Gram Panchayet, G.I.P. Colony, Domjur Howrah - 711 11 Phone: 033-6412 3035, Mobile: 9143004452, 9230671739, 9674930478

City Office: 46/1D, B.T.Road, Kolkata 700 002 Phone: 033-2532 2931/2933

| RAINBOW<br>12 17 000                    | 115                         |
|---|-----------------------------|
| Date 13-07-2013 Name Pradip Rumar Sarka | Form No :-                  |
| Address 778/1, Nowth Bhawampur          | , C.G. 1 Pasolim Aledinspar |
| Contact Number : <u>09437565005</u>     | Nobile: 084 57 052354       |

Signature for Rainbo





#### AND

SRI PRADIP KR. SARKARson of LATE NALINI RANTAN SARKAR residing at TIS/1, NORTH BHADANIEVE, KGP. PASCHIM MEXIMINED faith Hindu, by occupation business, by Nationality - Indian, hereinafter referred to as the "PURCHASER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, successors legal representatives, nominees and assigns) of the SECOND PART.

#### A N D

(1) ARAFAT HUSSAIN MANDAL and (2) IQBAL HUSSAIN MANDAL, both sons of late Nurul Huda Mandal, by faith Muslim, by occupation business, by Nationality - Indian, residing at Village Munshidanga, Dakshinpara, P.S.Domjur, District Howrah, hereinaster referred to as the "CONFIRMING PARTIES/OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, executors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS the Confirming Parties/Owners herein became the Owners of ALL THAT the piece and parcel of land measuring about 5 Cottahs 14 Chittaks 36 Square Feet, be the same little more or less alongwith old structures standing thereon under Mouza – Dharsa, 3No. Gram Panchayat, J.L.No.5, L.R.Dag No. 511, L.R. Khatian No.3260, 3522 under P.S. Jagacha, District – Howrah by virtue of three Sale Deeds registered on 28.03.2001, 17.05.2007 and 08.04.2008 before the Office of the District Sub – Registrar at Howrah bearing Deed no. 1131,1223 and 1513 for the year 2001,2007 and 2008 more fully described in schedule "A".

AND WHEREAS while in enjoyment of the said property, the Confirming Parties/Owners have entered into an Agreement on 28th January 2011 for development of their said property by raising a Ground plus Four storied building thereon with Vendors/Developers herein.

AND WHEREAS after obtaining of the sanctioned building plan bearing Memo No.134/EP dt.01.07.2011 from Zila Parishad, Howrah, the Developers herein have started construction of the building and have decided to sell the Flat measuring 800sq. ft. more or less, including 20% super built-up area facing east - west side of the building, being Flat No. 103 (NORTH-DEST) of the O+4 storied BUILDING more fully described in schedule "B" together with undivided proportionate impartible share and interest in the land of the said PREMISES as described in schedule "A".

approached the Developer to purchase the said Flat which is given in the schedule B hereunder at a total consideration of Rs. 1800000 (EIGHTREN only.)

AND WHEREAS the Developers/Vendors herein being agreed to the said proposal has decided to sell the schedule "B" property to the Purchaser herein and entered into an Agreement for Sale this day by receiving a sum of Rs. 400000...../- (Rupees 1908, 1904) only as booking amount towards 20% of the total price of the flat.

### NOW THIS INDENTURE WITNESSETH AS UNDER :-

That in pursuance of the aforesaid desire, the following terms and conditions between the Parties hereto are embodied for completion of sale transaction:-

- 1. The VENDORS/DEVELOPERS shall sell and transfer to the PURCHASER and the PURCHASER shall purchase and acquire all right, title and interest of the said Flat measuring sq.ft. more or less, including 20% super builtup area facing side of the building, being Flat No. at the floor of the G+4 storied building more fully described in schedule "B" together with undivided proportionate impartible share and interest in the land of the said PREMISES as described in schedule "A" subject to a good marketable title made in respect thereof and the CONFIRMING PARTIES/OWNERS shall confirm the said sale as CONFIRMING PARTIES at or for a total consideration of Rs.

  only to be paid to the VENDORS/DEVELOPERS by the PURCHASER.
- 2. The PURCHASER has this day paid to the VENDORS/DEVELOPERS the sum of Rs.4000.00./- [Rupees FOUR MESSON] towards of total price of the flat as booking amount the balance \$0% of price of the flat amounting to Rs.4000....../- [Rupees FOURTED!...] only shall be paid by the PURCHASER to the VENDORS/DEVELOPERS in the following manner.
  - (a) 30% at the time of roof casting of the said Flat,
  - (b) 15% at the time of brick work of the said Flat,
  - (c) 15% at the time of flooring construction of the said Flat,
  - (d) 05% at the time of Plaster of Parish work of the said Flat,
  - (e) 05% at the time of possession of the said Flat.



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# INSTRUMENT

"A"

Date. 2 6 JUL 2013



### With

Notarial Certificate
-: In the matter of :Instrument "A"

# SANDHYA BETAL

M.A., LL.B., ADVOCATE

And

NOTARY PUBLIC

Howrah District, W.B. (India)

### :: PLACE :: -

5/1/3, Shib Gopal Banerjee Lane, Salkia, Howrah-711 106 Phone : 2655 5495

Howrah Judges' Court



श्चिम बंगाल WEST BENGAL

46AA 833068

## AGREEMENT FOR SALE

THIS INDENTURE made on this the 1744 day of July .....2013

#### BETWEEN

(1) SRI GAUTAM PAUL, Son of Sri Sankar Paul, residing at Behive Garden, P.S. Belgharia, Kolkata – 700 056 and (2) SRI AJOY NAG, Son of Late Ajit Nag, residing at Jagacha G.I.P. Colony, P.S. Jagacha, District Howrah, both by faith Hindu, by occupation business, by Nationality – Indian hereinafter referred to as "VENDORS/ DEVELOPERS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, representatives and assigns) of the FIRST PART.

AND

Contd.....2/-

1 / JUL 2013

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- 3. That the Vendors/Developers shall deliver photocopies of all documents and papers regarding their title over the said property either to the Purchaser and/or his Advocate.
- 4. That the Purchaser shall purchase the said property if the said property shall be made out of good title and found free from all encumbrances, attachment and charges.
- 5. That the construction of the said Schedule "B" Flat shall be completed within 18 months from the date of signing this Agreement in normal course. In case the construction work of the building is hampered and delayed due to any Natural Calamity beyond the control of the DEVELOPERS, the completion date will be extended accordingly in consultation with the PURCHASER. The time is the essence of this contract.
- 6. That on satisfaction of the title of the said property, the Purchaser shall tender draft deed of conveyance to the Vendors/Developers within ten days from this day and after approval of title the Vendors/Developers shall return the same duly approving or rejecting the draft deed within three days to the Purchaser. In case the said deed is rejected by the VENDORS/DEVELOPERS, they will submit the corrected deed proposed by them within the said three days for the acceptance of the PURCHASER.
- 7. That inspite of the property is found good marketable and free from all encumbrances if the Purchaser fails to purchase the said property by making payment as per the agreement within the stipulated period, in that event this agreement shall stand cancelled and the booking amount already paid shall be forfeited by the VENDORS/DEVELOPERS and they will be free to sell the said Schedule "B" flat to any body else as per their desire and choice.
- 8. That in the event it is found that the title, right and interest of the VENDORS/DEVELOPERS in respect of the said schedule "B" flat is clouded even to the minutest extent, the Purchaser is at liberty to take refund of the booking amount already paid by him to the Owner on account thereof.
  - 9. That in the event of the title of the VENDORS/DEVELOPERS in respect thereof is found to be unencumbered and the VENDORS/DEVELOPERS show any sign, spirit or attitude of declination to sell and transfer the schedule "B" flat to the Purchaser, he will be at liberty either to take refund of the said booking amount/advance/part consideration amount so paid by him to the VENDORS/DEVELOPERS together with interest at the rate of 12% p.a. or may opt for filing appropriate suit for specific performance of contact.
  - 10. That upon tendering the balance consideration money in terms of this agreement, the Vendors/Developers shall give possession of the Flat as mentioned in the Schedule "B" with in 24 hours of receipt of the final payment as per this Agreement and execute and register a Deed of Conveyance in favour of the Purchaser or his nominee or nominees at the cost of the Purchaser according to Law within 7 days from the date of receipt of final payment as per the Agreement.

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