



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this 19/11 day of January, Two Thousand Five BETWEEN SMT. RENU BALA PAUL wife of Late Gopinath Paul, by Caste - Hindu, by occupation - Housewife, residing at ^{58/56}~~56~~ Nagendra Nath Road, P.S. - Dum Dum, Kolkata - 700 028, hereinafter referred to as the "OWNER/VENDOR" (which expression shall unless excluded by or repugnant to the context be deemed to mean and included by or repugnant to the context be deemed to mean and include her, heirs, executors, administrators, legal representatives and/or assigns) of the "FIRST PART";

AND

M/S. SONA ENTERPRISE, a Sole Proprietary Concern having its principal place of business at 13, Bangur Avenue, Block 'B', P.S. Lake Town, Kolkata - 700 055, represented by its proprietor named SRI SATCHIDANANDA MITRA, son of Late Pashupati Mitra, by caste Hindu, block 'B', P.S. Lake Town, Kolkata - 700055, hereinafter referred to as the "BUILDER"/"CONFIRMING PARTY" (which expression shall unless excluded by or repugnant

Satchidananda Mitra

S. S. Sankar Dasgupta

to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and or assigns) of the "SECOND PART";

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SRI SIBSANKAR KOLEY, son of ^{Si} Gunamoni Koley by caste - Hindu, by occupation - Service residing at 34/2E, Banamali Chatterjee Street, P.S. - *Chitpore* Kolkata - 700 002, hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, nominee or nominees and/or assigns) of the "THIRD PART".

AND WHEREAS by a Deed of Gift dated 19.8.1987, made between the Governor of the State of West Bengal described therein referred to as the DONOR of the ONE PART AND ONE SMT. RENU BALA PAUL described therein to as the DONEE OF the OTHER PART and registered in the office of the A.D.S.R. Barasat, North 24 Parganas, in Book No.1 volume No.II, Pages at 149 - 152, Being No.113 for the year 1987, the said Governor of the State No.113, for the year 1987, the said Governor of the State of West Bengal for the rehabilitation of the Influx of Refggees from East Pakisthan, granted, gifted, conveyed, transferred assigned assured and demised unto the said DONEE therein the Owner/Vendor herein All that piece or parcel of home-stead land measuring an area of 3 cottah 12 chittacks 0 sft. be the same a little more or less situate and lying at premises no. ⁵⁸56-B, Nagendra Nath

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Road Hind Colony P.S. Dum Dum, Kolkata - 700 028, com-
prised in E.P. No. 56B, S.P. No.51, C.S. Plot No.1585 (P),
under Mouja - Satgachi, J.L. No.20, under the jurisdiction
of the South Dum Dum Municipality, under the A.D.S.R.
Cossipore Dum Dum, under the Collectorate of Barasat
North 24 Parganas, morefully described in the Schedule there-
under written absolutely and for ever.

AND WHEREAS after the deed of gift as aforesaid,
the said Donee therein Owner/Vendor herein mutated her name
in the records of the South Dum Dum Municipality and its
Holding No.64 of Hind Colony, in Ward No.23 and was seized
and possessed of and/or otherwise well and sufficiently
entitled to the said property or said land as the
absolute owner of the same since then and enjoying the same
by making a pucca structure with Tali Shed over the said
plot of land.

AND WHEREAS the said owner/vendor has decided to make
plan of a multistoried building project over the said plot
of land and duly obtained building plan sanctioned by the
South Dum Dum Municipality and its plan no.72 dated
17.05.1999 consisting of a five storied building project
having several ~~xxx~~ residential flats, shops and garage
etc.

AND WHEREAS just after obtaining a building plan
from the South Dum Dum Municipality, the said owner/vendor
has started the construction of the proposed five storied
building over the said plot of land after making

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Siddhartha Chakrabarti

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necessary demolition of structure over the same standing thereon and already completed upto 3rd floor roof casting only together with septic tank complete with her own resources but she could not proceed further with the construction due to shortage of funds as well as old age too.

AND WHEREAS the said owner/vendor not equipped with financial resources as well as manpower and also stopping of construction, approaches to the developer for the development of the said stopped construction over the said plot of land and the builder is agreed upon with the owner/vendor to complete the construction of the same with the terms and conditions envisaged by and between the parties thereto.

AND WHEREAS by an agreement for development made on 31st March, 2004 between the said Renu Bala Paul described therein referred to as the owner of the one part and M/s. Sona Enterprise described therein referred to as the builder / confirming party of the other part with the terms and conditions mentioned therein for the construction over the said plot of land as mentioned above by construction and erection of five storied building for the consideration mentioned therein morefully described in the said development agreement.

AND WHEREAS after the execution of development agreement as well as a power of attorney executed by the owner in favour of the builder/confirming party, the

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liberty is given by the owner to the said builder to construct the five storied building over the said plot of land as mentioned above after ~~being~~ being caused necessary building plan and specification sanctioned by the South Dum Dum Municipality at the cost and expenses of the builder and for a recovery of the cost of construction of the said five storied building and other incidental expenses, the said builder will be entitled to negotiate for sale and to sell different flats or a part of the said five storied building to such person or persons at such price or prices and on such terms and conditions as the builder shall think it fit and proper apart from the owner's allocation of ~~the~~ ~~owner~~ at the said property.

AND WHEREAS by the said sanctioned building plan being No. 72 dated 17.05.1999 the said builder has started the construction work of the five storied building consisting of several self-contained residential flats and garages and shops in the said property and it is under way of completion i.e. 75% of the construction is already completed till date.

AND WHEREAS the said builder by virtue of the development work over the said demised land of the property being premises no. ^{58/56} ~~56B~~, Nagendra Nath Road, Hind Colony, P.S. Dum Dum, Kolkata - 700 028, has got his own allocation of the flat no. '3A' on the front side/northern side of the Third floor of the five storied

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Subsankar Chakraborty
Date: 17/05/1999

Subsankar Chakraborty

building apart from the owner's allocation and he has become the owner absolutely and forever seized and possessed of and/or otherwise and well and sufficiently entitled to ALL THAT piece or parcel of the said flat ^{measuring an area of 950 sqft more or less inclusive of super built} no. 'BA' [^] on the front side/northern side of the Third floor of the five storied building consisting of two bed rooms, one drawing-cum-dining, 2 bath privy, one kitchen and one balcony over the same standing thereon situate and lying at premises no. ^{58/58} ~~58~~, Nagendra Nath Road, P.S. Dum Dum, Kolkata - 700 028, the flat measuring an area of 950 sqft. more or less inclusive of super built up free from all mortgages, charges, attachments, liens, lispendences claims and demand and encumbrances whatsoever. in nature.

AND WHEREAS the said purchaser herein has already caused to be taken inspection of the Deed of Gift and other documents and papers including development agreement and power of attorney in favour of the said development as to the said property and has made ~~xx~~ himself fully acquainted with the marketable title of the owner/vendor with the terms and conditions and covenants contained therein and has made all the investigations as to the title and has fully satisfied himself of and accepted the title of the Builder/confirming party in the said property including all the facts and statements in relation to the specification in accordance with which the said five storied building along with the said flat on the front side/ northern side of the first floor of the five storied building is

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Subscribed & signed by


Subscribed & signed by


under way of completion and finishing touch, And also with regard to the retracted common areas, spaces and facilities and proportionate right title interest of the said land to which the said purchaser is always entitled to the said flat no. '3A' on the front side/norther side of the third floor of the five storied building from the builder's allocation of flats through the owners/vendor at a total consideration of Rs. 7,12,500/- (Rupees Seven lakh Twelve thousand five hundred) only i.e. the amount is being calculated at the rate of Rs. 750/- per sft. x 950 sft. more or less inclusive of super built apart from lift, loft and others works extra provided the said flat is free from all encumbrances fully described in the 2nd schedule hereunder sritten.

NOW THIS AGREEMENT WITNESSETH THAT in pursuance of the above and in consideration it is hereby agreed by and between the parties hereto as follows :-

1. The builder/confirming party agreed to sell to the purchaser and/or to his nominee or nominees the flat no. '3A' on the front side/norther side of the Third Floor consisting of two bed rooms, one drawing-cum-dining, two bath privy, one kitchen and one balcony over the same standing thereon of he premises no. ^{58/56}~~56~~, Nagendra Nath Road, P.S. Dum Dum, Kolkata-700 028 under the jurisdiction of South Dum Municipality, and its holding no. of Hagendra Nath Road, in Ward No.23 morefully and particularly described in the 2nd schedule hereunder referred to as the said flat no. '3A' morefully mentioned in the plan annexed hereto and also shown in the colour with the right title interest to use in common with the owner and occupiers of

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the other flats in the said building and common areas mentioned in the third schedule hereunder written together with the absolute transferable and irrevocable right of ownership in the said land and the proportionate undivided share in the lands aforesaid free from all encumbrances for a total consideration money of Rs. 7,12,500/- (Rupees Seven lakh Twelve thousand five hundred) only.

2. After satisfying the right title interest of the builder as well as the owner in the said land or the proportion share, interest and ownership in the said land to the builder or its nominee or nominees or its assignee or assignees, the purchaser has this day simultaneously with the execution of this agreement paid to the builder the sum of Rs.1,50,000/- (Rupees One lakh fifty thousand) only as and by way of earnest money and part payment towards the consideration money which the builder doth hereby as well as by the receipt hereunder written admits and acknowledge and rest consideration money out of Rs. 7,12,500/- is to be paid by the purchaser to the builder as per payment schedule mentioned schedule hereunder :-

(a) the sum of Rs. 5,00,000/- (Rupees five lakh only) is to be paid within 30 days from the date of execution of these presents to the developer by the purchaser and as such 80% of the flat '3A' is already done and /or completed as per schedule of work mentioned hereunder written.

(b) the balance sum of consideration money including the amount of Rs. 35,000/- (Rupees Thirty five thousand only), for lift^{as extra}, Rs.5,000/- for electric^{meter} and other works^{Amount} for loft etc[^] are also to be paid by the purchaser to the developer as and when the khas possession of the said flat '3A' is handed over i.e. within 31st May, 2005 without any delay or default thereto.

Sibsankar Singh
Date 12/12/2004

The possession of the said flat is to be made on ^{31st May,} ~~15th April,~~ 2005 from the date of this agreement subject to availability of part payment made by the purchaser. accordingly.

It is further ^{including the payment of lift, left and other works} stated that the balance consideration, if any, must be paid by the purchaser to the builder ~~on~~ on ^{or} and before the possession and registration of the said flat as mentioned above without making any bargain thereto.

3. If a marketable title is not made out by the builder and the owner in respect of the said flat and/or the same is found subject to any encumbrances, attachment, mortgage, charges, claim and demand and/or if the said flat ^{3A} or any part thereof is found to be affected by any notice and/or order of acquisition or requisition or vacating under any law or by any scheme or road alignment of any authority, the purchaser shall have the right to rescind this agreement and such recession the ~~builder~~ builder shall make immediate refund to the purchaser.

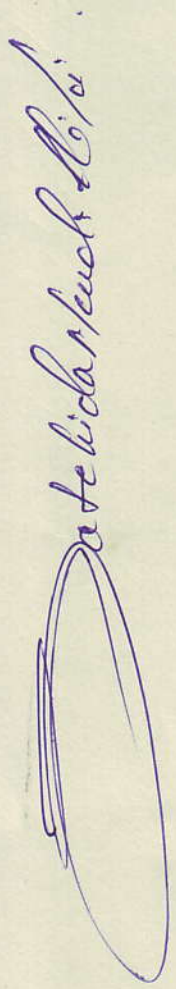
4. If a marketable title is made out by the builder and the owner in respect of the said flat no. the purchaser shall pay the arrears of consideration money or price payable by him within the time mentioned therein and if the purchaser fails to pay the same as aforesaid, the amount paid by the purchaser as earnest money will be returned after proper deduction of the sum of Rs.10,000/- (Rupees ten thousand) only as liquidated damages and legal expenses.

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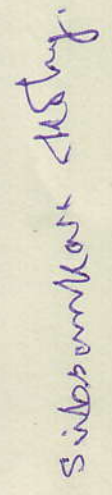
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5. All outstanding municipal taxes and all other liabilities upto the date of sale and possession of the said flat shall be paid by the builder and it is further agreed that if any municipal taxes and other amount are found outstanding for the period prior to the date of sale and possession in respect of the said flat, the builder shall pay such outstanding ~~tax~~ tax and dues on demand being made by the purchaser.
6. The purchaser shall maintain at his own costs the said flat agreed to be acquired /purchased by him in the same good condition state and order in which would be delivered to him and shall abide by all bye laws, rules and regulations of the Govt. Municipal Local bodies including the society or association which may be made for the proper maintenance of the said building.
7. The purchaser has hereby agreed to pay to the builder all amounts payable under this agreement as and when the same shall be come due and payable and the time in this respect shall be deemed ~~as~~ as the essence of the agreement.
8. The purchaser hereby agree and undertake to be a member of the association or society to be formed for the purpose of maintenance of the common portion for the building and the common services.
9. After the builder has duly received all its dues payable to him under this agreement by the purchaser and the purchaser, has duly performed

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and observed by under this agreement, the builder shall execute and register a sale deed in respect of the said flat in favour of the purchaser together with the undivided proportionate share and interest in the said land mentioned in the first schedule hereunder written whichever is ~~earlier~~ earlier.

10. The purchaser hereby covenant to keep the said flat partition walls, showers, drains pipes and other appurtenance of the said building in good working condition and order in in particular so as to support and protect the other parts of the said building and also the rights and interests of the owners and occupiers of the flats of the said building.

11. The purchaser after having duly paid to the builder all money payable by him under this agreement and having duly performed and observed by him shall be at liberty to sell, transfer, convey, mortgage, charge or in anyway encumber of, dispose of the said flat and/or otherwise assign and/or transfer his interest and/or the benefits of his agreement or any part thereof.

12. Upon the possession of the said flat delivered to the purchaser he shall be entitled to the use and occupation of the same and shall have no claim against the builder as to any defect to any

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item of work or construction of the said flat or any other account whatever provided the completion will be made according to the floor plan brochure etc.

13. The purchaser shall not use the said flat in such manner or commit any act which may in any manner cause nuisance or annoyance to the co-purchaser and/or co-occupant of the other portions of the said building.
14. The purchaser shall not use the flat or permit the same to be used for any purpose other than the purpose for which it is being constructed i.e. the residential flat shall not be used for any other purpose except for residence.
15. The purchaser shall not allow or permit to be allowed to store any goods, articles, things in the staircase lobbies and other common parts of the said building or any portion thereof in the land or any part thereof. The purchaser shall neither block or permit the blocking of the staircase, lobbies or other common parts of the said building or any portion thereof.
16. The purchaser shall not throw or accumulate any dirt, rubbish, rags or permit ~~to~~ the same accumulated in any portion of the said building.

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- 17. All letters, receipt and/or notice issued by the builder and despatched under certificate of posting of the address of the purchaser known to the builder will be sufficient proof of receipt of the same by the purchaser and effectively discharge of the builder. and vise-versa.
- 18. All costs, charges, and expenses in connection with the preparing empowering stamping and registering the proposed sale deed / transfer deed and other documents and papers required to be executed and registered by the builder shall be borne by the purchaser.
- 19. The builder x hereby agrees for no escalation of the price for the said flat as per specification attached in this agreement provided the payment is made as per schedule within the period as mentioned above.

Completion certificate of the building is to be made by the builder himself without any extra cost but for the sum of Rs.35,000/- is to be made by the purchaser to the builder for the lift as extra apart from consideration money of the flat

THE FIRST SCHEDULE ABOVE REFERRED TO As:-

ALL THAT piece or parcel of home stead land measuring an area of 3 cottahs 12 chittacks 0 sft. be the ~~the~~ same a little more or less ~~together~~ together with with one ~~for~~ five storied building over the same standing

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thereon situate and lying at 58/56 Nagendra Nath Road, p.^S. Dum Dum, Kolkata - 700 028, comprised in E.P. No. 56B, S.P. No.51, C.S. Plot No. 1585(P) under Mouja Satgachi J.L. No.20, under the jurisdiction of south Dum Dum Municipality and its holding no. 64 of Hind Colony in ward no.23 under the A.D.S.R. Cossipore Dum Dumm under the collectorate of Barasat North 24 Parganas and the said premises is butted and bounded as follows :-

- On the North by : Municipal Road, /Nagendra Nath Road.
- On the South by : E.P. No.55.
- On the East by : C.S. Plot No.1587 and Holder of Kalinath.
- On the West by : E.P. No.56A and Plot Holder of Bakul Bala Paul.

All of Hind Colony, Kolkata.

THE SECOND SCHEDULE REFERRED TO AS :-

ALL THAT the flat being no.'3A' having an area of 950 sft. including super built up be the same a little more or less consisting two bed rooms, one drawing-cum-dining, one kitchen, two bath privy, one balcony on the front ~~side~~ side/northern side of the third floor of the five storied building of the premises no. ~~58~~ 58/56, Nagendra Nath Road, P.S. Dum Dum, Kolkata - 700 028 with all external and internal walls joining its ceiling and floor with half the depth in all joint walls, its ceiling above and floor below and ~~with~~ with full

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ownership of all doors windows grills, fittings, fixtures and proportionate open common area & areas ~~share~~ of common with proportionate undivided and impartible share of right interest and ownership in the said land proportionately as described in the first schedule above written.

THE THIRD SCHEDULE ABOVE REFERRED TO :-
(common areas)

- 1) staircase (2) stair landings (3) common passage and lobby in the ground floor (4) deep tubewell (5) water pump & motor (6) water tank (overhead and underground reservoir) (7) water pipes and other common plumbing installation (8) electrical wiring meters and fittings (excluding those that are installed inside flat - excluded meant for the flat (9) conduits, utility lines telephones and electrical system and (10) lift (11) Roof.

THE FOURTH SCHEDULE ABOVE REFERRED TO :-
(specification)

1. R.C.C. frame structure, and partly brick structure.
2. Outer walls 8" thick and partition walls 5" and 3" respectively.
3. Ceiling walls both side and outside cement plastering.
4. All ~~wn~~ floors (except two bed rooms, and balcony).
5. will be marbled
5. Door frames standard wood.
6. Windows : Windows frames will be wooden. the windows will be provided with glass panes and steel grills and finishing with a coat of primer.

Subsankar Dasgupta

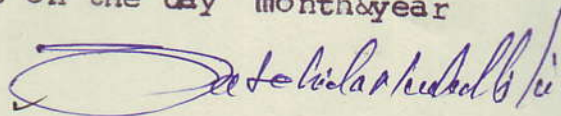
Subsankar Dasgupta

7. Doors All doors, shutters, will be made flush doors. with a coat of primer.
8. Electrification All electrical line will be concealed. together with requisite points.
9. Water Arrangement : Water supply will be given with the help of electric motor and pump from deep tubewell.
10. Kitchen Cooking place with black stone platform together with 2' glazed tiles will be provided.
- 11.

Subramaniam Kishore

all
IN WITNESS WHEREOF /the parties hereto have set and subscribed
their respective hands and signatures on the day month&year
first above written.

Signed & Delivered at Kolkata
by the First Part/Owner in the
presence of :-

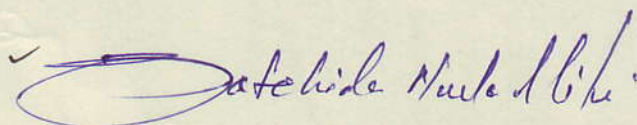


Constituted attorney for
Self and on and behalf of
Smt Renu Bala Paul

1.

2.

Signed & delivered at Kolkata
by the Second Part/Builder in
/Confirming Party in the
presence of :-



1. Sankar Dutt
236/1 B. BLOCK.
Bangur Avenue Cal-700035
2. Samir Podder -
241 Bangur Avenue -
B-Block - Cal-55.

Signed & Delivered at Kolkata
by the Third Part/Purchaser in the .
presence of :-

Sankar K S by

1. Sanjay Kumar Maulik
89/3, R. M. Banerjee Road, Flat no 2 D, Block 'A'
Kolkata - 700035.
2. Satya Ranjan Das
19/2, Nilambari Mitra Row,
Kallada - 700002.

RECEIVED of and from within the named the builder within
the mentioned the sum of Rs. 1,50,000/- (Rupees one lakh fifty
thousand only as earnest money and part payment
towards the consideration money against the absolute sale
of the flat as mentioned above and the payment of the same is
made as under :-

MEMO OF CONSIDERATION

By Cash

Amount
Rs 1,50,000/-

(Rupees one lakh
fifty thousand only)

Total

Rs 1,50,000/-

Signed and Delivered at Kolkata

by the Second Part/Builder/Confirming
Party in the presence of :-

1. Sampkar Datta
236/1 B-Block
Bangur Avenue - C-55
2. Samir Podder -
24/1 Bangur Avenue - B-Block
C-55.

 Atchhila Mukherjee