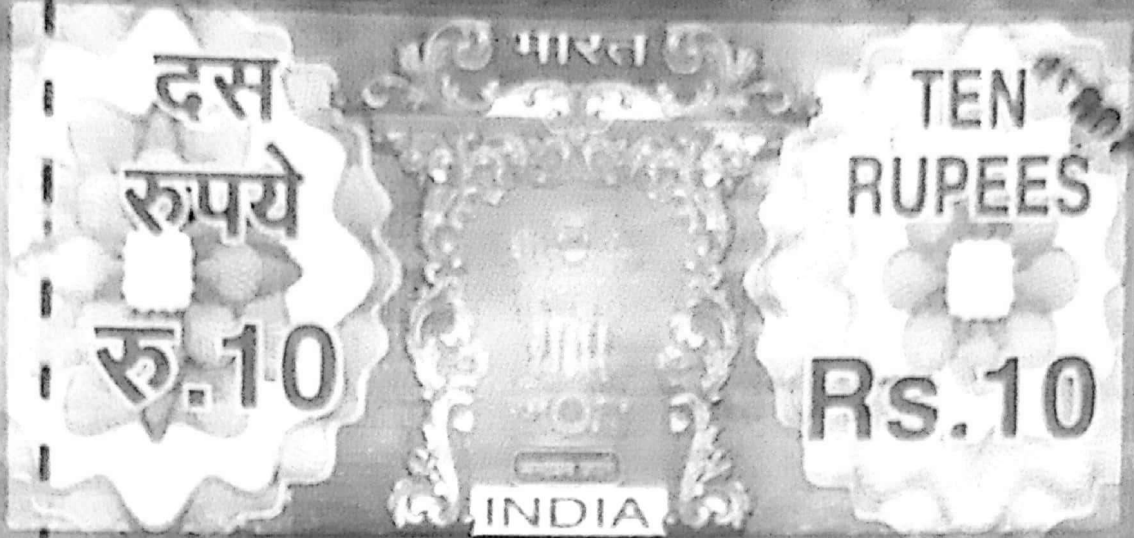


भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

81AA 044855

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this 19 th Nov day of, Two Thousand and Fourteen , in the Christian Era,

BETWEEN

SRI KANCHAN KUMAR BISWAS son of Late Sailendra Nath Biswas, , by religion - Hindu, by Occupation - Business, by Nationality - Indian, residing at Hatiaara , P.S. New Town formerly- Rajarhat , Kolkata- 700 157 in the District of North 24 Parganas hereinafter called and referred to as the "LAND OWNER /VENDOR" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the FIRST PART duly represented by his Constituted Attorney SRI NISHIT SARKAR son of Late Nilmoni Sarkar, residing at Kanchenjunga Apartment, Hatiaara Road, Pandit Battala, P.O. Hatiaara, P.S. New Town, Kolkata - 700157 in the District of North 24 - Parganas by registered General Power of Attorney described hereinafter

LAND DEVELOPER

Nishit Sarkar

Proprietor

Handwritten signature: Smt. Kanchan Biswas

AND

- 1) MR. NAYAN MONI BHATTACHARJEE by occupation -Service,
2) MRS. SUDESHNA BHATTACHARJEE by occupation House Wife by faith - Hindu, by Nationality - Indian residing at Flat No A/3 3rd Floor 47/A Banerjeepara road Kolkata-700 060, hereinafter called and referred to as the "PURCHASER" (which expression their unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, nominees, legal representatives, administrators and assigns) of the **SECOND PART**

A N D

M/S. I LAND DEVELOPER,, a PROPRIETORSHIP firm, having its Principal place of Business at E/F - 1, Jyangra, Battala, P.O. Jyangra, Kolkata - 700 059, P.S. Baguiati in the District of North 24 - Parganas, represented by its sole Proprietor **SRI NISHIT SARKAR** son of Late Nilmoni Sarkar, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Kanchanjunga Apartment, Hatiara Road, Pandit Battala, P.O. Hatiara, P.S. New Town, Kolkata - 700157 in the District of North 24 - Parganas, hereinafter called and referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include its heirs, representatives, nominees and successors in its office) of the **THIRD PART** ;

WHEREAS, one Sailendra Nath Biswas , transferred , conveyed the land measuring an area of 7 Cotthas 9 Chittacks of land be the same little more or less lying and situated at Mouja - Hatiara, J.L. No. 14, R. S. No. 188, Touzi No. 169, comprised in R. S. Khatian No. 279 appertaining to R.S. Dag No. 1198 land measuring an area of 5 Sataks be the same little more or less ; R.S. Dag No. 1199 land measuring an area of 6.50 Sataks be the same little more or less ; in R..S. Khatian No. 167 land measuring an area of 0.75 Sataks and in R.S. Dag Nol. 1199 land measuring an area of 0.25 Sataka i.e. total area of land measuring an area of 7 Cotthas 9 Chittacks be the same little more or less unto and in favour of **SRI KANCHAN BISWAS** , his one of the son by virtue of Deed of Dan Patra in Bengali Language and registered before ADSRO, Bidhanangar, salt Lake City and recorded in Book No. I Volume No. 136 pages from 161 to 170 Being No. 02347 for the year 2003.

N. Nishit Sarkar
Proprietor

AND WHEREAS, while thus seized and possessed of or otherwise we'll and sufficiently entitled the said property , the said Kanchan Kumar Biswas recorded his name in the record of Rajarhat Gopalpur Municipality and paying rates and

taxes accordingly

AND WHEREAS, the said Landowner is now desirous of developing the said land by constructing thereupon multi-storied buildings in accordance with the building plan to be sanctioned by the Rajarhat Gopalpur Municipality. But due to financial stringency and/or paucity of funds and shortage of time and manpower, the Landowner is unable to start the construction of the said building and had been in search of a Promoter and/or Developer, who can undertake the responsibility of construction of such buildings on the said premises by affording his/her/their own arrangement and expenses.

AND WHEREAS, knowing the intention of the Landowners hereto, M/S. I LAND DEVELOPER,, a PROPRIETORSHIP firm, having its Principal place of Business at E/F - 1, Jyangra, Battala, P.O. Jyangra, Kolkata - 700 059, P.S. Baguiati in the District of North 24 - Parganas, represented by its sole Proprietor SRI NISHIT SARKAR son of Late Nilmoni Sarkar, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at Kanchanjunga Apartment, Hatiara Road, Pandit Battala, P.O. Hatiara, P.S. New Town, Kolkata - 700157 in the District of North 24 - Parganas, hereinafter called and referred to as the "DEVELOPER" contacted the Landowners and requested the Landowners to allow him to develop the said premises as desired by the Landowners by constructing the proposed multi-storied buildings in accordance with the building to be sanctioned in the name of the Landowners, at its own arrangement, costs and expenses.

AND WHEREAS, while in possession of the aforesaid property, the Vendor / Landowner, being the First Part hereto with the above intention entered into a Development Agreement with the DEVELOPER hereto under certain terms and conditions more fully and particularly described in the said Development Agreement and the said Landowner also executed a registered General Power of Attorney in favour of Sri Nishit Sarkar being the Developer hereto representing M/S. I LAND DEVELOPER.

AND WHEREAS, by virtue of the aforesaid registered Development Agreement and registered General Power of Attorney, the Developer/Promoter hereto prepared a Building Plan in the name of the Landowner and submitted before the Rajarhat Gopalpur Municipality for their sanction and got the same in due course.

AND WHEREAS, by virtue of the aforesaid Development Agreement and registered General Power of Attorney, the Developer hereto have been empowered to start the development works relating to the said Premises at Developer's own costs, expenses and risks on the terms and conditions so agreed

Neyanmoni Bhattacharya
Sudeshna Bhattacharya

have approached the DEVELOPER to purchase one self contained and independent Flat being Flat No. B on the 3rd Floor, Block -E measuring a super built up area of 900 Sq. Ft, a little more or less of the proposed building known as BUDDING BUDS together with proportionate un-divided impartible share of land and common facilities and amenities available in the said building constructed on the land more fully described in the FIRST SCHEDULE hereunder written for the consideration of Rs.27,90,000/- (Rupees Twenty Seven Lac Ninety Thousand) only calculated @ of Rs. 3100/- (Rupees Thirty Thousand One Hundred) only per Sq. Ft., the area of which may vary at the time of final measurement for the consideration of Rs.27,90,000/- (Rupees Twenty Seven Lac Ninety Thousand) from the Developer's allocation more elaborately and particularly described in the SECOND SCHEDULE hereunder written TOGETHER WITH proportionate undivided share or interest of said land more fully described in the First Schedule written hereunder and users common right to use common space , areas, top floor roof of the propose building and amenities available in the said building, free from all encumbrances.

AND WHEREAS, the Purchasers have inspected the aforesaid Development Agreements and registered General Power of Attorneys and other documents relating to the land and sanctioned plan of the plot of land and title thereto acquired by the promoter and have fully satisfied themselves about the title of the land along with common space and facilities, rights and obligations attached thereto free from all encumbrances, lien, lispensens, charges, whatsoever.

AND WHEREAS, in this Agreement for Sale of a flat/ space/area unless it be contrary or repugnant to the subject or context the following terms or expression shall mean :

[1] VENDOR/LANDOWNER shall mean [1] SRI KANCHAN KUMAR BISWAS by religion – Hindu, by Occupation – Business, by Nationality – Indian, residing at Hatiara, P.O. Hatiara, P.S. New Town, Kolkata – 700157, in the District of North 24 – Parganas, in the District of North 24 – Parganas who is owned and possessed of or otherwise well and sufficiently entitled to the “First Schedule” property.

PURCHASER/S shall mean the person or persons, firm or body corporate named in the agreement for Sale. Purchaser/s and shall further

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Sudeshna Bhattacharjee

If he/she be an individual then his/her respective heirs, administrators, representatives, executors and/or assigns as the case may be.

[3] SAID LAND shall mean ALL THAT land measuring an area of 7 Cotthas 9 Chittacks of land be the same little more or less lying and situated at Mouja - Hatiara, J.L. No. 14, R. S. No. 188, Touzi No. 169, comprised in R. S. Khatian No. 279 appertaining to R.S. Dag No. 1198 land measuring an area of 5 Sataks be the same little more or less ; R.S. Dag No. 1199 land measuring an area of 6.50 Sataks be the same little more or less ; in R..S. Khatian No. 167 land measuring an area of 0.75 Sataks and in R.S. Dag Nol. 1199 land measuring an area of 0.25 Sataka i.e. total area of land measuring an area of 7 Cotthas 9 Chittacks be the same little more or less under Police Station - New Town formerly Rajarhat in the District of North 24 - Parganas, TOGETHER WITH all easement rights over the land, free from all encumbrances.

[4] SAID BUILDING shall mean and include all that multi - storied building to be constructed on the land as described in "First Schedule" hereunder written in accordance with the building plan to be sanctioned by the Competent Authority and consisting of several self contained residential flat/unit/Garages/spaces etc and the building shall be known as "BUDDING BUDS".

[5] THE UNIT/FLAT shall mean and include the residential flat/ Apartment in the MULTI - STORIED building being No. "B" on the 3rd floor of the building in Block No. "E" to be constructed in accordance with the sanctioned building plan of the Competent Authority and shall include all fixtures and fittings to be made therein and/or apartment thereto as is hereby agreed to be constructed by the Promoter/Developer.

[6] THE COVERED AREA shall mean the built - up area measured at floor level of any Flat/Unit taking the external dimension of the flat including the built-up area of Balconies/Verandahs there excepting the walls separating one Unit from the other of which 50% (fifty percent) only to be added.

[7] SUPER-BUILT-UP AREA shall mean covered area and proportionate share of staircase, common area and utilities of the building and also added 30% (thirty percent) on covered area including staircase which is mentioned in Clause 6 written herein above.

[8] THE COMMON AREAS shall mean the common portions as will be in the building including top floor of the building

Nayanmoni Bhattacharya

Sudeshna Bhattacharya

LAND DEVELOPER
Nidhi Sanyal

P. 11.11.14/18