

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made this the 25th day of August,
2016

BETWEEN

(1) **SRI KAJAL KUMAR CHAUDHURI** son of Bijoy Kumar Chaudhuri, by faith Hindu, by Nationality Indian, residing at 143/2, S.N Roy Road, Kolkata - 700038, (2) **MANJU BASU** wife of Sri Salil Basu. by faith Hindu, by Nationality Indian, residing at 143, S. N Roy Road, Kolkata -700038 both being represented by their constituted attorney namely, Sri Samaresh Das son of Sri Haren Chandra Das vide Power of Attorney dated 16.04.2014 duly registered in the office of the DSR-II, Alipore South 24 Parganas in Book no. IV, Volume no.6, Pages 6080 to 6086, being no. 04152 for the year 2014 .(3) **SRI SAMARESH DAS** son of Sri Haren Chandra Das by faith Hindu, by Nationality Indian, by occupation Buisness residing at 108, S.N Roy Road, Police Station Behala, Kolkata 700038 hereinafter referred to as the **VENDORS** (which expression shall unless excluded by or repugnant to the

subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

HINDUSTHAN CORPORATION, a proprietorship firm being represented by its proprietor namely, **SRI SAMARESH DAS** son of Sri Haren Chandra Das by faith Hindu, by Nationality Indian, by occupation Buisness residing at 108, S.N Roy Road, Police Station Behala, Kolkata 700038 hereinafter referred to as the **CONFIRMING PARTY/DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the SECOND PART.

AND

SHAKUNTALA MISHRA wife of Mr. P.N. Mishra, by faith – Hindu, by Nationality Indian, residing at 75/57, S.N. Roy Road, Police Station New Alipore, Kolkata - 700038 hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the THIRD PART.

WHEREAS the Vendors herein are the owners of the land measuring more or less 3 cottahs 8 chittaks 25 square feet be the same little more or less being lying and numbered as premises no. 143, S.N Roy Road, Kolkata – 700038 hereinafter referred to as the SAID PROPERTY

AND WHEREAS the Vendors herein after becoming the absolute owners of the SAID PROPERTY have mutated their names and are well seized and possessed and are enjoying the same

AND WHEREAS the Vendors have entered into a registered Development Agreement dated 16th April, 2014 with the Developer herein with a purpose to build a multistoried building comprising of several Flat/Unit along with Car parking spaces and other amenities and facilities morefully described thereto.

AND WHEREAS the Developer hereinafter having been appointed as Developer had caused to take out a building sanction plan being no, 2015130358 dated 14/03/2016 for construction of Ground Plus III storied building on the aforementioned land at the said Premises no. 143, S.N Roy Road, Kolkata – 700038



AND WHEREAS the Developer has been allocated a portion in the said New Ground plus three storied Building and from that allocation the Developer is hereby selling one Flat more fully described in the Schedule hereunder to the Purchaser herein at a consideration of RS Rs 60,00,000/- (Rupees Sixty Lakhs)

I) The Vendors and the Developer have represented to the Purchaser as follows:-

- a. That save and except the vendors herein there are no other co-owners concerning the said flat more fully described in the Schedule hereunder below. That there is no claim of any interest in respect of the said flat more fully described in the Schedule hereunder by anybody and/or the aforementioned registered Deeds have never been challenged regarding their validity before any court of law.
- b. That the SAID FLAT more fully described in the Schedule hereunder below is absolutely free from all tenancy, lease, mortgages, liens, suits, litigations, lispendens, claims, demands, acquisitions, requisitions, alignments and trusts whatsoever.
- c. The Vendors have not in the past entered into any agreement or arrangement with any other person or anybody for sale concerning the SAID FLAT.
- d. That there is no restrain order by any court of law nor any impediment of any nature whatsoever for the Vendors to sell, transfer and convey the said flat in favour of the purchaser.
- e. That the SAID FLAT is absolutely free from all encumbrances in any manner whatsoever.

II) The said Purchaser herein relying on the abovementioned representations and assurances made by the Vendors herein, have agreed to purchase the right, title, interest and shares of the Vendors in respect of the SAID FLAT situated on the Second Floor more fully described in the Schedule hereunder free from all encumbrances, tenancy, lease, mortgages, charges, liens, lispendens, claims, demands, acquisitions, requisitions, alignments and trusts whatsoever along with right and interest of the said Flat more fully described in the Schedule hereunder for a total consideration of Rs 60,00,000/- (Rupees Sixty Lakhs)



7. That it has been assured by the Vendor that the Vendor shall execute and register Final Deed of Conveyance in favour of the Purchaser herein concerning the SAID FLAT on receipt of full consideration of Rs 60,00,000/- (Rupees Sixty Lakhs)
8. The Purchaser shall pay the aforesaid Rs 60,00,000/- (Rupees Sixty Lakhs) total consideration money to the Vendors as stated above either in one single payment or in instalments. Upon receipt of the full amount of Rs 60,00,000/- (Rupees Sixty Lakhs) from the Purchaser the Developer/ Vendors shall issue a Money receipt showing the confirmation of the payment of the full and final sum of Rs 60,00,000/- (Rupees Sixty Lakhs) from the Purchaser herein
9. That the Developer shall clear all outstanding expenses like maintenance charge, electricity bills, telephone bills, including all the property taxes relating to the Kolkata Municipal Corporation concerning the SAID FLAT before the execution of the Final Deed of Conveyance.
10. That the Vendors have assured the Purchaser that they are the absolute owners of the SAID FLAT and has never encumbered the SAID FLAT to anybody.
11. The Vendors doth hereby agree to answer and produce all reasonable requisitions on title/ relevant papers or documents or any other queries relating to the SAID FLAT if made by the Purchaser.
12. If the performances as required to be performed by the parties under this instant Agreement could not be performed or effected or fulfilled for whatever reasons by such time and in such circumstances either of the Parties (Either Vendor or Purchaser) shall have the liberty to rescind and/or cancel and/or revoke this instant agreement.

THE SCHEDULE ABOVE REFERRED TO:

(DESCRIPTION OF FLAT HEREBY PROPOSED TO BE SOLD TO THE PURCHASER)

THE SAID FLAT

ALL THAT piece and parcel of the Flat. lying on the 2nd (Second) Floor, Eastern side, measuring more or less 1150 (One Thousand One Hundred and Fifty) square feet super built up area lying and situated in the Ground Plus Three storied Building side being premises no. 143, S.N Roy



NOW THIS AGREEMENT WITNESSES the following:-

TERMS AND CONDITIONS

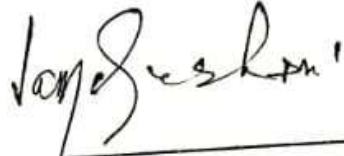
1. That the Vendors and the Developer agree to take the responsibility to convey, transfer, sell the SAID FLAT described in Schedule hereunder in favour of the Purchaser in the aforesaid manner free from all encumbrances, attachments, charges and other claims and/or demands and subject to good marketable title being made in respect thereof at or for the price of Rs 60,00,000/- (Rupees Sixty Lakhs) subject to the terms and conditions existing hereunder contained. The said sum of Rs 60,00,000/- (Rupees Sixty Lakhs) is required to be paid by the Purchaser in favour of the Vendor either forthwith or maximum by two instalment as stated in the clause 9 herein
2. That the Vendors including themselves shall make all other necessary persons join with them in the execution of Final Deed of Conveyance whether as Vendor or conveying parties or confirming parties or assuring parties as shall be required or if required to pass and convey unto and to the use of the Purchaser absolute sixteen annas clear title of the SAID FLAT more fully described in the Schedule hereunder free from all doubts and encumbrances.
3. In course of searches and investigation of title if the property is found to be affected by any notice of acquisition or requisition by the Central Government or State Government or any Government Agency or Corporation or any other appropriate authorities and statutory body or injunction or prohibitory order from any court and allied proceeding mentioned hereinabove the Purchaser shall have the liberty to revoke or rescind this Agreement in which event the Vendors shall refund the entire Money (including the earnest money) to the Purchaser.
4. That the Said Flat is structurally ready but interior cementing and other works like electrical, plaster, flooring etc are yet to be completed which the Developer undertakes to complete within Six months from today
5. The Developer is in absolute occupation and possession in respect of the SAID FLAT and the Vendors shall deliver peaceful vacant possession to the Purchaser upon receiving the entire consideration free from tenancy, licence, lease and/or any other encumbrances.
6. That the Vendors shall not induct any tenant and/or transfer and/or mortgage or sell the SAID FLAT to any other third party/institution during the subsistence of this instant Agreement for Sale.

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Road, Police Station New Alipore, Kolkata - 700038 within the limits of Kolkata Municipal Corporation together with proportionate undivided share of land and together with right of user of all common facilities, common amenities, easements, common portions and utilities and benefits available therein in the said building or premises .

IN WITNESS WHEREOF the parties hereto do hereby set and subscribe their respective hands and execute these presents on the day, month and year the first above written.

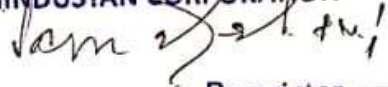
SIGNED AND DELIVERED by the Parties herein in presence of:



Signature of the Vendors

Signature of the Purchaser

HINDUSTAN CORPORATION



Proprietor

Signature of the Developer

RECEIVED of and from the within named Purchaser
the within mentioned sum of Rs Rs 60,00,000/-
(Rupees Sixty Lakhs) as per memo below:-

MEMO OF CONSIDERATION

Amount

Received the sum of Rs 60,00,000/- (Rupees Sixty Lakhs) from the
Purchaser mentioned herein

Witnesses :-

HINDUSTAN CORPORATION

[Handwritten Signature]
Proprietor

Signature of the Developer