

वङ्ग पश्चिम बंगाल WEST BENGAL

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on the day of November, Two Thousand Eighteen (2018) A.D.

BETWEEN

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Name Morning of Vender

Address Planture of Vender

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Sour 2: Parginis Kolkara-Tubit/

(1) SMT. SULATA SARKAR, (PAN: AEIPM9843D), wife of Late Dr. Prithwis Sarkar, by religion-Hindu, by Nationality-Indian, by occupation-Retired from Service, (2) SRI ARIJIT SARKAR, (PAN:CNFPS3668J) son of Late Dr. Prithwis Sarkar, by religion- Hindu, by Nationality-Indian, by occupation-Student, (3) SRI MANISH SARKAR, (PAN APXPS0122D) son of Late Paresh Chandra Sarkar, by religion-Hindu, by Nationality-Indian, by occupation Business, Nos. 1 to 3 residing at 36/1, Maharaja Tagore Road, Post Office-Dhakuria, Police Station-Lake, Kolkata-700031 and(4). SMT. JOLLY MITRA (PAN: AJGPM6206P), wife of Sri Monotosh Mitra, by religion-Hindu, by Nationality-Indian, by occupation- Housewife, residing at 265, Jodhpur Park, Post Office-Jodhpur Park, Police Station-Lake, Kolkata-700068, hereinafter jointly called and referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include their respective legal heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the ONE PART. The Owners have been represented through their Constituted Attorney SRI AMITAVA ROY CHOWDHURY, (PAN: BVBPR5606J) alias SRI AMITABHA CHOUDHURY son of Sri Nidhiram Roy Chowdhury by faith-Hindu, by Nationality-Indian, by occupation-Business, permanently by faith-Hindu, by Nationality-Indian, by occupation-Business, permanently residing at 56/1, Selimpur Lane, Post Office-Dhakuria, Police Station - Garfa, Kolkata-700031 Sole Proprietor of M/s ASSOCIATED CONSTRUCTIONS having its Office at Premises No. 56/1, Selimpur Lane, Post Office-Dhakuria, Police Station-

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Garfa, Kolkata-700031 by virtue of Power of Attorney registered on 27th July 2018 in the office of Addl District Sub Registrar- at Alipore and recorded in Book No. I, Volume No. 1605-2018, at Pages from 15905 to 159086, Being No. 160504965 for the year 2018.

AND

M/S ASSOCIATED CONSTRUCTIONS having its Office at Premises No. 56/1, Selimpur Lane, Post Office-Dhakuria, Police Station-Garfa, Kolkata-700031, represented by its Proprietor namely SRI AMITAVA ROY CHOWDHURY, (PAN: Roy Chowdhury) alias SRI AMITABHA CHOUDHURY son of Nidhiram Roy Chowdhury by faith-Hindu, by Nationality-Indian, by occupation-Business, permanently residing at 56/1, Selimpur Lane, Post Office-Dhakuria, Police Station - Garfa, Kolkata-700031, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include his legal heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the SECOND PART.

AND

SRI MONOJ KUMAR MISRA Son of late Mahima Charan Misra by faith-Hindu, by Nationality-Indian, by occupation-Service having PAN AIEPM0471B, 2. SRIMATI MITHU MISRA wife of Sri Monoj Kumar Misra by faith-Hindu, by Nationality-Indian, by occupation-Service having PAN BYVPM7141J both residing at Flat No.96, Block-7,P-19 Southern Avenue, P.S Lake, Kolkata:700029 hereinafter called and referred to as the

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"PURCHASERS" (which term or expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include their legal heirs, successors, executors, administrators, legal representatives, nominees and assigns) of the THIRD PART.

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WHEREAS by an Indenture of Lease dated 15.01.1944, Maharaja Prabirendra Nath Thakur being Manager of Thakur Raj Wards Estate mentioned Lessor therein leased out on perpetual (with right to transfer to any third Party)in favour of Sudhir Chandra Das Gupta Son of late Kali Charan Das Gupta with to transfer the property to any third party registered before the office of District Registrar at Alipore Sadar and recorded in Book No. 1, Volume No. 12, Pages No. 123 to 129, Being No. 166 for the year 1944, the said Sri Sudhir Chandra Dasgupta sold, and transferred ALL THAT piece and parcel of land measuring 02 Cottahs 11 Chittacks and 03 Square Feet, of land comprised in Dag No. 1024/1262, Khatian No. 416, Mouza-Dhakuria, then within Tollygunge Municipality, Police Station-Tollygunge, District- the then 24 Parganas now South 24 Parganas

AND WHEREAS By an Indenture of Sale dated 12.01.1948 registered before the Sub Registrar Office at Alipore Sadar and recorded in Book No. I, Volume No. 13, Pages 79 to 84, Being No. 184 for the year the said Sudhir Chandra Das Gupta Son of late Kali Charan Das Gupta sold, transferred and conveyed to Sri Paresh Chandra Sarkar Son of Bipin Behari Sarkar of ALL THAT piece

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The owner and developer will execute final conveyance deed and will deliver possession in respect of the flat unto and in favour of Purchasers after receiving of full and final consideration amount from the Purchasers and registration charges will pay by the Purchasers.

- 3. That the sale and purchase of the flat of this agreement is to be completed within April 2019 and the Developer will complete the flat and building within April 2019 subject to the First Party's making out a marketable title to the Flat to be conveyed and if the Purchasers shall not register final deed of conveyance on completion of the flat in all respects and paid the entire consideration money then Developer shall refund the earnest money to the Purchasers immediately the paid up amount after deduction of 10% on paid up amount but if the Bank will not approve the loan to the Purchasers as to satisfaction the title of the flat of the owners then the Developers will refund the entire amount to the Purchasers.
- 4. That after proper search and verification, if the title of the said Flat be good, clear, satisfactory and marketable, the Purchasers shall pay the balance amount of the consideration money to the Developer as stated hereunder:-

As per the above mode of payments the Developer is entitled to receive Rs.28,00,000/- (Rupees Twenty Eight Lac) only of which Rs 8,00,000/- (Rupees Eight Lac) only has already paid by the

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N WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective signatures on these presents, the day month and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of: -

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Amitava ley Chondhury alice
Amitava ley Chondhury
Amitaleha ley Chondhury

As Constituted Attorney of Smt. Sulata Sarkar, Sri Arijit Sarkar, Sri Manish Sarkar Smt. Jolly Mitra

OWNERS

2. Bapan Land Alipare Police Caurl. Kal-27 Amitava Ray Choudhy alice Propriet Amitaleha lay Choudhy

BUILDER / DEVELOPER

Money kr. Misra Methu messa

PURCHASERS

Dolling Syme's
Silip Strain

Dillip Strain

Dillip