

AGREEMENT FOR SALE



DHARITRI WEBCITY
AT MOUZA - AMGACHIA

BETWEEN

DEVELOPER – M/S. DHARITRI INFRAVENTURE PVT. LTD.

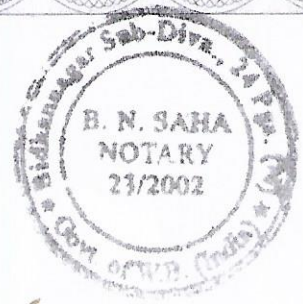
AND

PURCHASER(S) – SEKHAR KUMAR SENGUPTA & SAHELI SENGUPTA



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 735739



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the 25th Day of January, Two Thousand and Nineteen (2019).

BETWEEN

B. N. SAHA
NOTARY
 Bishakh Bhawan
 4th Block, Gr. Floor
 Chhatrapati, Kolkata
 West Bengal

06 FEB 2019

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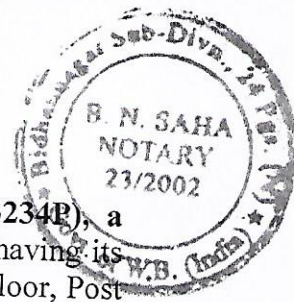
Sold to.....	DHARITRI INFRAVENTURE PVT. LTD.
Address.....	Rd-51, Merlin Infinite, 6th Floor, Unit 606 Sector V, Salt Lake City Kolkata-700091
Value 100.....	E-mail: info@धारitri-infra.com
25 JAN 2019	
L.S.V., High Court Abhijit Sarkar High Court, A.S	

AGREEMENT FOR SALE

THE PARTIES TO THIS AGREEMENT OF SALE ARE

THE SELLER

NOT FOR
RECORD
DATE: 25/01/2019
BY: [Signature]



M/S. DHARITRI INFRAVENTURE PVT. LTD. (having Pan AAFCD3234E), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Premises No. 194, Cannel Street, "Pratiksha Building" 4th Floor, Post Office – Shreebhumi, Police Station – Lake Town, Kolkata – 700 048, District North 24-Parganas, being represented by its Directors **SRI VICKY SINGH (having PAN CIEPS6214G)**, son of Late Ranjit Singh, by faith – Hindu, by nationality – Indian, by occupation – Service, residing at 5/H/1, Bagmari Road Maniktala Kolkata - 700054, West Bengal, hereinafter called and referred to as the "**VENDOR**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **ONE PART**

A N D

1. SEKHAR KUMAR SENGUPTA (having PAN- BIBPS0779N), Son of –Late Bimal Kanti Sengupta, by faith Hindu, by nationality– Indian, by occupation–Service, **2. SAHELI SENGUPTA (having PAN- CVWPS9710C)**, Wife of-Sekhar Kumar Sengupta, by faith Hindu, by nationality– Indian, by occupation–Housewife, both are residing at- 263/9, Kalitala Housing (Private House), P.O- R.C Thakurani, P.S-Haridevpur, Kolkata-700104, hereinafter referred to as the "**PURCHASER(S)**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their respective heirs, executors, administrators, representatives, successors-in –office and assigns) of the **OTHER PART**.

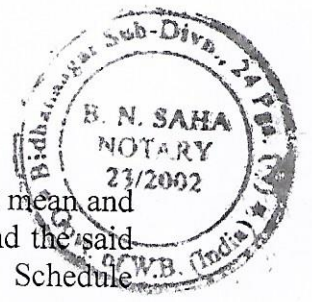
SECTION I # DEFENITIONS:

Unless, in this Agreement, there is something contrary or repugnant to the subject or context :

- (a) "**Added Areas**" shall mean any land or landed properties adjacent to or adjoining the said Premises or any part thereof that may from time to time be linked with the said Premises in terms of clause 10 and its sub clauses of this Agreement;
- (b) "**Appurtenances**" shall mean the appurtenances to the Designated Unit mentioned in **PART-II** of the **Second Schedule** hereunder written being the said share in the land;
- (c) "**Association**" shall mean any Association of Persons, Syndicate, Committee, Society, Company or other body that may be formed of the Co-owners for the Common Purposes.
- (d) "**Building Premises**" shall mean and include the said Premises and the New Building with the Common Areas and installations and may Include the added Areas in the eventuality and on the terms and conditions as contained in clause 10 and its sub clauses below;
- (e) "**Building Plan**" shall mean the plan for construction of (G+4) storied residential Building sanctioned by the Amgachia Gram Panchayet, South 24-Parganas vide Building Plan dated 10.05.2018 and include all sanction able modifications thereof and/or alterations thereto as may be made by the Vendor with the approval of the Architects and/or the concerned authorities;

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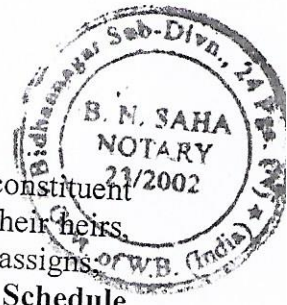
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- (f) **“Common Areas and Installations”** shall according to the context mean and include the areas installations and facilities at the New Building and the said Premises as mentioned and specified in PART-I of the Third Schedule hereunder written and expressed or intended by the Vendor for common use and enjoyment of the Purchaser(s) in common with the Vendor and other persons permitted by the Vendor and save and except the same, no other part or portion of any of the New Building or the said Premises shall be claimed to be part of the Common Areas and Installations by the Purchaser(s) either independently or jointly with any other Co-owner/s;
- (g) **“Common Expenses”** shall mean and include all expenses for the Common Purposes including those mentioned in the Fourth Schedule hereunder written;
- (h) **“Common Purposes”** shall mean and include the purposes of managing maintaining and up-keeping the said Premises and the New Building and in particular the common Areas and Installations, rendition of common services in common to the Co-owners, collection and disbursement of the Common Expenses and dealing with the matters of common interest of the Co-owners and relating to their respective Units exclusively and Common Areas and Installations in common;
- (i) **“Co-owners”** shall mean all the Purchaser(s) who from time to time have purchased and/or agreed to purchase any Flat/Unit/Car Parking Space and taken possession of such Flat/Unit/ Car Parking Space including the Vendor for those units not alienated or agreed to be alienated by the Vendor;
- (j) **“Designated Block”** shall mean Building in which the Flat/Unit/Car Parking Space agreed to be purchased by the Purchaser(s) is situated.
- (k) **“Designated Unit”** shall mean the Unit described PART-I of the Second Schedule hereunder written;
- (l) **“Maintenance-In-Charge”** shall upon formation of the Association and its taking charge of the acts relating to the Common Purposes mean the Association and till such time the Association is formed and takes charge of the acts relating to the Common Purposes means M/s. Dharitri Infraventure Pvt. Ltd. in terms of the clause 9 and its sub clauses;
- (m) **“New Building”** shall for the time being mean the one individual building to be constructed by the Vendor from time to time at the said Premises;
- (n) **“Purchaser(s)”** shall mean one or more Purchaser(s) named above and include:-
- (i) In case of an individual, his/her/their heirs executors administrators legal representatives and/or assigns;
 - (ii) In case a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives and/or assigns;
 - (iii) In case a partnership firm, its partners for the time being their respective heirs executors administrators legal representatives successors-in-office and/or assigns;
 - (iv) In a case of a Company, its successors or successors-in-office and/or assigns;

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- (v) In case not falling within any of the above categories, the constituent of the Purchaser(s) as its nature and character permits and their legal representatives or successors as the case may be and/or assigns, hereunder written;
- (o) **"Said Premises"** shall mean the property described in the **First Schedule** hereunder written;
- (p) **"Said share in the land"** shall mean the proportionate undivided indivisible share in the land comprised in the plinth of the Designated Block;
- (q) **"Units"** shall mean the independent and self-contained Flat/Unit/ Car Parking Space and other constructed spaces in the New Building at the said Premises capable of the being exclusively held or occupied by a person;
- (r) **"Vendor"** shall mean the above named **M/s. Dharitri Infraventure Pvt. Ltd.** And include **its** successors or successors-in-office and/or assigns.
- (s) Words importing **masculine gender** shall according to the context mean and construe **feminine gender** and/or **neuter gender** as the case may be similar words importing **feminine gender** shall mean and construe masculine gender and/or **neuter gender**; Likewise words importing **neuter gender** shall mean the construe **masculine gender** and/or **feminine gender**;
- (t) Words importing **singular number** shall according to the context mean and construe the **plural number** and vice versa. Similarly words importing **singular number** shall include the **plural number** and vice versa;

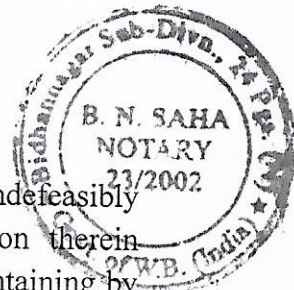
SECTION -II # RECITALS:

The Vendor is seized and possessed of the said Premises. The facts about the devolution of the title in respect of the said Premises is as follows: **Re: 187 (One Hundred Eighty Seven) Decimals equivalent to 308 (Three Hundred Eight) Cottah 24 (Twenty Four) Chittacks 75 (Seventy Five) Sq. ft. be the same a little more or less lying situate at Mouza – Amgachia, J. L. No. 93, R.S. Dag No. 85 appertaining to R.S Khatian No. 10585, under the Police Station Bishnupur within the Limits of Amgachia Gram Panchayet, Additional District Sub Registrar of Bishnupur in the District of North 24 Parganas hereinafter referred to as "THE SAID PPREMISES":**

1. One Chhapatnessa Bibi, wife of Late Ebrahim safui of Danga Bhownaipur, District- 24 Parganas now South 24 Parganas was the absolute and recorded owner of **ALL THAT** piece or parcel of a plot of Sali land containing by estimation an area of **50 Decimals** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza- Amgachia, J.L. No.93 , R.S No- 326, Touzi No- 85/87/94, Pargana- Magura, comprised in Proja Sebak Khatian No.229 corresponding to a part of R.S Dag No. 85 appertaining to R.S.Khatian No.1316 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas free from all encumbrances whatsoever.
2. By virtue of the Deed of conveyance dated 28th May, 1970 duly registered in the office of the Sub- Registrar at Bishnupur in Book No. 1, Volume No.54, Pages 246

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to 249, Being No. 5359 for the year 1970, the said Chhapatnessa Bibi indefeasibly sold, transferred, conveyed assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of the said plot of Sali land containing by estimation an area of **50 Decimals** be the same a little more or less including all easement rights and appurtenances therein lying situate at Mouza- Amgachis, J.L. No- 93, R.S No- 326, Touzi No- 85/87/94, Pargana- Magura, comprised in Proja Sabek Khatian No- 1316 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas particularly mentioned and described in the Schedule there under written unto and in favour of Sri Haralal Das, son of Late Surendra Kumar Das of village- Amgachia, Police Stataion- Bishnupur, District- South 24 Parganas free from all encumbrances whatsoever.

3. One (1) Rahamat Ali Gazi, (2) Mohabbat Ali Gazi, (3) Subid Ali Gazi, all sons of Late Ahed Ali Gazi, (4) Muktajan Bibi, wife of Late Ahed Ali Gazi, (5) Tahurona Bibi, wife of Yeakub Ali Mondal, (6) Taharun Bibi, wife of Farahan Dhali and (7) Baharun Bibi, wife of Mohammed Ali Mondal were the absolute and recorded owners of **ALL THAT** piece or parcel of al plot of Sali land containing by estimation an area of **02 Acres** equivalent to **06 (Six) Bighas** be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza- Amgachi, J.L. No- 93, R.S No- 326, Touzi No- 85/87/94 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas free form all emcumbrances whatsoever.

4. By virtue of a Deed of Conveyance dated 12th day of January, 1971 duly registered in the office of the Sun- Registrar at Bishnupur in Book No.1, Volume No.12, Pages 66 to 71, Being No. 274 for the year 1971, the said (1) Rahamat Ali Gazi, (2) Mohabbat Ali Gazi, (3) Subid Ali Gazi, (4) Muktajan Bibi, (5) Tahurone Bibi, (6) Taharun Bibi and (7) Bahafun Bibi indefeasibly sold, transferred , conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of the said plot of Sali land containing by estimation an are **02 Acres** equivalent to **06(Six) Bighas** be the same a little more or less including all easement rights and appurtenance thereto lying situate at Mouza- Amgachi, J.L. No- 93, R.S No- 326, Touzi No- 85/87/94 under the Police Station of Bishnupur within the limits of Amgachia Gram Panchayet in the District of South 24 Parganas free form all emcumbrances whatsoever.

5. Subsequently the said Sri Haralal Das recorded his name in respect thereof during Halka Settlement records as follows:

<u>Halka Khatian No.</u>	<u>Halka Dag No.</u>	<u>Area (in Acre)</u>
101	85-Sali	01.74

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