

SANDHYA BETAL

M.A., LL.B.
ADVOCATE & NOTARY (Regd. No. 62/2002)
Howrah, West Bengal, India

☎ : 2655 5495
PLACE :
5/1/3, SHIB GOPAL BANERJEE LANE,
SALKIA, HOWRAH - 711 106
& HOWRAH JUDGES' COURT

Ref. No. 3089/07/13

Date 26 JUL 2013

NOTARIAL CERTIFICATE
(PURSUANT TO SEC 8 OF THE NOTARIES ACT, 1952)
(ACT 53 OF 1952)

TO ALL TO WHOM THESE PRESENTS shall come I, S. Betal duly appointed by the Governor of W. Bengal to practice as a NOTARY PUBLIC do hereby verify, authenticate, certify, attest as under the execution of the instrument annexed here upto collectively marked "A" on its being executed, admitted and identified by the respective signatories, as to the matters contained therein presented before me by the executant(s) his/her Ld. Lawyer and / or his /their represented(s) Sri/Smt S. Betal

and _____ others.

Accordingly, this is to certify authenticate and attest that the annexed instrument "A" is the Affidavit/Partnership Deed/Power of Attorney/ Agreement/Will/Declaration / Bond executed on 26/07/13

by Sri/Smt G. Paul & others, Prima facie the annexed instrument appears to be in the usual procedure to serve and avail as needs or occasions shall or may require for the same and it contains One to Six Pages.

INFAITH AND TESTIMONY WHEREOF being required for a NOTARY I, the said Notary do hereby subscribe my hand and affix my Seal of Office at Howrah on this the 26th day of July in the year 2013

Signature(s) L.T.I.

SANDHYA BETAL
NOTARY PUBLIC

Metal 26.7.13
SANDHYA BETAL
Notary Howrah
Regd. No. 62/2002



NOTARIAL STAMP
Affixed / Notaffixed

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL

46AA 833067



AGREEMENT FOR SALE

THIS INDENTURE MADE OD THIS THE 26th DAY OF July, 2013

BETWEEN

(1) SRI GAUTAM PAUL, Son of Sri Sankar Paul, residing at Behive Garden, P.O.- Belgharia, Kolkata - 700 056 and (2) SRI AJOY NAG, Son of Late Ajit Nag, residing at Jagacha G.I.P Colony, P.S. Jagacha, District Howrah, both by faith Hindu, by Occupation Business, by Nationality Indian, hereinafter referred to as "VEBDORS/DEVELOPERS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, successors, executors, representatives and assigns) of the FIRST PART.

AND

Contd.....2/-

26 JUL 2013

[Handwritten signature]

26 JUL 2013

[Handwritten signature]

Dipak Kumar Sanyal

Gautam Paul
Ajoy Nag



*Saradam Bnd.
Affirming*

A N D

SRI DIPAK KR SARKAR son of LATE NALINI BANJAN SARKAR residing at Q/R. 205, Block III, N.G.P. Vill. Gairny, Jagacha, H.H. by faith Hindu, by occupation business, by Nationality - Indian, hereinafter referred to as the "**PURCHASER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, successors legal representatives, nominees and assigns) of the **SECOND PART**.



A N D

(1) **ARAFAT HUSSAIN MANDAL** and (2) **IQBAL HUSSAIN MANDAL**, both sons of late Nurul Huda Mandal, by faith Muslim, by occupation business, by Nationality - Indian, residing at Village Munshidanga, Dakshinpara, P.S.Domjur, District Howrah, hereinafter referred to as the "**CONFIRMING PARTIES/OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

Dipak Kumar Sarkar

WHEREAS the Confirming Parties/Owners herein became the Owners of **ALL THAT** the piece and parcel of land measuring about 5 Cottahs 14 Chittaks 36 Square Feet, be the same little more or less alongwith old structures standing thereon under Mouza - Dharsa, 3No. Gram Panchayat, J.L.No.5, L.R.Dag No. 511, L.R. Khatian No.3260, 3522 under P.S. Jagacha, District - Howrah by virtue of three Sale Deeds registered on 28.03.2001, 17.05.2007 and 08.04.2008 before the Office of the District Sub - Registrar at Howrah bearing Deed no. 1131,1223 and 1513 for the year 2001,2007 and 2008 more fully described in schedule "A".

AND WHEREAS while in enjoyment of the said property, the Confirming Parties/Owners have entered into an Agreement on 28th January 2011 for development of their said property by raising a Ground plus Four storied building thereon with Vendors/Developers herein.

SD

26 JUL 2013



Santhosh
Prakash

AND WHEREAS in terms of the said agreement dated _____, the Vendors/Developers herein are entitled to deal with all the flats/car-parking space/shop of the proposed building in any manner whatsoever including sale, except the Confirming Parties'/Owners' allocation as per Agreement.

North

AND WHEREAS after obtaining of the sanctioned building plan bearing Memo No.134/EP dt.01.07.2011 from Zila Parishad, Howrah, the Developers herein have started construction of the building and have decided to sell the Flat measuring 800 sq. ft. more or less, including 20% super built-up area facing *North-east - west* side of the building, being Flat No. 203 of the G+4 storied BUILDING more fully described in schedule "B" together with undivided proportionate impartible share and interest in the land of the said PREMISES as described in schedule "A".

AND WHEREAS the Purchaser herein being aware of such proposed sale has approached the Developer to purchase the said Flat which is given in the schedule "B" hereunder at a total consideration of Rs. 18,00,000/- (EIGHTEEN LACS ONLY) only.



AND WHEREAS the Developers/Vendors herein being agreed to the said proposal has decided to sell the schedule "B" property to the Purchaser herein and entered into an Agreement for Sale this day by receiving a sum of Rs. 3,00,000/- (Rupees *Three Lakhs*) only as booking amount towards 30% of the total price of the flat.

NOW THIS INDENTURE WITNESSETH AS UNDER :-

That in pursuance of the aforesaid desire, the following terms and conditions between the Parties hereto are embodied for completion of sale transaction:-

Prakash Kumar Sanjay

1. The VENDORS/DEVELOPERS shall sell and transfer to the PURCHASER and the PURCHASER shall purchase and acquire all right, title and interest of the said Flat measuring 800 sq.ft. more or less, including 20% super builtup area facing *North-West* side of the building, being Flat No.203 at the 2nd floor of the G+4 storied building more fully described in schedule "B" together with undivided proportionate impartible share and interest in the land of the said PREMISES as described in schedule "A" subject to a good marketable title made in respect thereof and the CONFIRMING PARTIES/OWNERS shall confirm the said sale as CONFIRMING PARTIES at or for a total consideration of Rs. 18,00,000/- EIGHTEEN LACS ONLY only to be paid to the VENDORS/DEVELOPERS by the PURCHASER.

2. The PURCHASER has this day paid to the VENDORS/DEVELOPERS the sum of Rs. 3,00,000/- [Rupees *Three Lakhs*] towards of total price of the flat as booking amount the balance 70% of price of the flat amounting to Rs. 15,00,000/- [Rupees *Fifteen Lakhs*] only shall be paid by the PURCHASER to the VENDORS/DEVELOPERS in the following manner.

- (a) 30% at the time of roof casting of the said Flat,
- (b) 15% at the time of brick work of the said Flat,
- (c) 15% at the time of flooring construction of the said Flat,
- (d) 05% at the time of Plaster of Parish work of the said Flat,
- (e) 05% at the time of possession of the said Flat.

Pr

26 JUL 2013



Grantor's
Attorney

3. That the Vendors/Developers shall deliver photocopies of all documents and papers regarding their title over the said property either to the Purchaser and/or his Advocate.
4. That the Purchaser shall purchase the said property if the said property shall be made out of good title and found free from all encumbrances, attachment and charges.
5. That the construction of the said Schedule "B" Flat shall be completed within 18 months from the date of signing this Agreement in normal course. In case the construction work of the building is hampered and delayed due to any Natural Calamity beyond the control of the DEVELOPERS, the completion date will be extended accordingly in consultation with the PURCHASER. The time is the essence of this contract.
6. That on satisfaction of the title of the said property, the Purchaser shall tender draft deed of conveyance to the Vendors/Developers within ten days from this day and after approval of title the Vendors/Developers shall return the same duly approving or rejecting the draft deed within three days to the Purchaser. In case the said deed is rejected by the VENDORS/DEVELOPERS, they will submit the corrected deed proposed by them within the said three days for the acceptance of the PURCHASER.
7. That inspite of the property is found good marketable and free from all encumbrances if the Purchaser fails to purchase the said property by making payment as per the agreement within the stipulated period, in that event this agreement shall stand cancelled and the booking amount already paid shall be forfeited by the VENDORS/DEVELOPERS and they will be free to sell the said Schedule "B" flat to any body else as per their desire and choice.
8. That in the event it is found that the title, right and interest of the VENDORS/DEVELOPERS in respect of the said schedule "B" flat is clouded even to the minutest extent, the Purchaser is at liberty to take refund of the booking amount already paid by him to the Owner on account thereof.
9. That in the event of the title of the VENDORS/DEVELOPERS in respect thereof is found to be unencumbered and the VENDORS/DEVELOPERS show any sign, spirit or attitude of declination to sell and transfer the schedule "B" flat to the Purchaser, he will be at liberty either to take refund of the said booking amount/advance/part consideration amount so paid by him to the VENDORS/DEVELOPERS together with interest at the rate of 12% p.a. or may opt for filing appropriate suit for specific performance of contract.
10. That upon tendering the balance consideration money in terms of this agreement, the Vendors/Developers shall give possession of the Flat as mentioned in the Schedule - "B" with in 24 hours of receipt of the final payment as per this Agreement and execute and register a Deed of Conveyance in favour of the Purchaser or his nominee or nominees at the cost of the Purchaser according to Law within 7 days from the date of receipt of final payment as per the Agreement.



Lipax kumar Sankar

SM

26 JUL 2013



Rambhau Bani
Appy

That before registering the Deed of Conveyance the VENDORS /DEVELOPERS shall ensure that all due taxes, levies and payables related to the schedule "B" Flat and schedule "A" land are paid to and/or deposited with appropriate authorities.

12. That the VENDORS/DEVELOPERS and CONFIRMING PARTIES/OWNERS hereby confirm and assure that there is no hidden defect in the title & right of the Schedule "B" & Schedule "A" properties and should there be any such defect found and detected at a later date the said VENDORS/DEVELOPERS and CONFIRMING PARTIES/OWNERS hereby severally and jointly undertake to cure such defect/s at their own cost by appearing before appropriate authorities, signing appropriate documents/papers etc. and/or doing any or all acts necessary to cure the said defect/s.



13. That inspite of readiness and willingness of the Purchaser if the Vendors/Developers fails and neglects to execute and register a Deed of Conveyance in favour of the Purchaser or his nominee or nominees then in that event the Purchaser has liberty to file a suit for specific performance of contract before a competent court of law and all costs for such litigations shall be borne by the Vendors/Developers.

14. That the Vendors/Developers shall co-operate with the Purchaser in all possible manners for smooth completion of sale transaction within stipulated period.

Dipak Kumar Sawkar

THE SCHEDULE 'A' REFERRED TO ABOVE :

ALL THAT the piece and parcel of land measuring more or less about 5 Cottahs 14 Chittaks 36 Square Feet, be the same little more or less alongwith old structures standing thereon under Mouza - Dharsa, 3No. Gram Panchayat, J.L.No.5, L.R.Dag No. 511, L.R. Khatian No.3260, 3522, 1513 under P.S. Jagacha, District - Howrah together with all other easement rights thereto being butted and bounded in the manner as follows:-

- ON THE NORTH BY : Property of Anisul Hauque;
- ON THE SOUTH BY : 10' Wide Common Passage;
- ON THE EAST BY : Property of Amir Ali Mandal;
- ON THE WEST BY : Land of Nurul Huda Mandal.

THE SCHEDULE 'B' REFERRED TO ABOVE :

ALL THAT a Flat measuring 800 sq.ft. more or less, including 20% super builtup area facing east - west side of the building, being Flat No. 203 at the 2nd floor of the G+4 storied building more fully described in schedule "B" together with undivided proportionate impartible share and interest in the land of the said PREMISES as described in schedule "A", with the following specification.

SD

26 JUL 2013



SPECIFICATION OF THE FLAT TO BE SOLD BY THE OWNERS/DEVELOPERS TO THE PURCHASER.

- a) Boring Water Supply.
- b) Concealed Wiring,
- c) 25 Nos. Electric Points,
- d) Aluminium Windows,
- e) Wooden Doors,
- f) Door Frames of Sal Wood,
- g) Marble Floor,
- h) 5' X 2' Black Glossy Tiles at Kitchen,
- i) Wash Basin,
- j) Bathroom with 6' Glossy Tiles,
- k) Comod, Shower, Two Nos. Water Taps and Gysar Connection,
- l) Plaster of Paris coating on inside walls,
- m) 5" thick Brick work at the outside walls and 3" thick Brick work at the inside walls,
- n) Lift facility.



IN WITNESSES WHEREOF the parties have put and subscribed their hands and signatures and seal on the day, month and year first above mentioned.

WITNESSES

1. *Srinivas Kumar*
SIGNATURE OF THE VENDORS/DEVELOPERS

2. *Srikanth Kumar Babbar*
SIGNATURE OF THE PURCHASER

SIGNATURE OF THE CONFIRMING PARTIES/OWNERS

CERTIFIED BY ME
Srinivas Kumar
Srini
26/07/2013

INSTRUMENT 'A' REFERRED TO
IN THE NOTARIAL CERTIFICATE
Srini 26-7-13
SANDHYA RAJAL
NOTARY, HOWRAH

26 JUL 2013

MEMO OF CONSIDERATION

RECEIVED from within named Purchaser a sum of..... (Rupees
.....) only as an earnest money out of total consideration money of
Rs. () only as mentioned
thereunter:-

Consideration Money Rs.

amount to be paid at various intervals of time
As mentioned in the Agreement.

Rs. _____

WITNESSES:

Arantam Somi.

SIGNATURE OF THE VENDOR/DEVELOPER

1.

2.

