



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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*Nimrod Debnath*

*Sudeshna Debnath*

**ASCON**  
*Sankar Sanka*  
Proprietor

Sale Deed

**AGREEMENT FOR SALE**

**THIS AGREEMENT** made this the \_\_\_\_ day of November, Two  
Thousand Nineteen (2019)

**BETWEEN**



Nirmal Debnath.

Sudeshna Debnath.

ASCON

Smt. Sushanta Sarker  
Proprietor

SRI BISWANATH DAS, PAN BWYPD1640N, Aadhaar No.576087272518, Son of Paritosh Kumar Das, by faith Hindu, by occupation Business, by Nationality Indian, residing at 143, Taramoni Ghat Road P.O. Paschim Putiary, Kolkata 700041, Police Station formerly Thakurpukur, now Haridevpur, District South 24 Parganas, hereinafter called and referred to as the "OWNER" represented through his Constituted Attorney namely "M/S ASCON", a proprietorship firm, having its office at Sreeram Apartment, 222 (108/5), Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, represented by its sole proprietor SRI SUSHANTA SARKAR, PAN - BGGPS2923H, Aadhaar No.254721952898 son of Samarendra Chandra Sarkar, by faith - Hindu, By occupation Business, Nationality Indian, residing at Sreeram Apartment, 222 (108/5), Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, by virtue of a Development Power of Attorney registered before the office of DSR II, Alipore and recorded in Book No. I, Volume No.1602-2018, Pages 348248 to 348264, Being No.160210429, for the year 2018 (which term or expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the FIRST PART;

AND

(1) SRI NIRMAL DEBNATH, PAN AGFPD1279D, Aadhaar No.546712134428, Son of Sri Mr. Anil Chandra Debnath, by faith Hindu, Nationality Indian by occupation Service, and (2) SMT. SUDESHNA DEBNATH, PAN AUPPD2200G, Aadhaar No.346335949371, by faith Hindu,

(Nirmal Debbarth)

(Sudastina Debbarth)

ASCON

Sushanta Sankar  
Proprietor

by occupation Housewife, a present residing at 29/12D, Naskarpara Road, P.O. & Police Station Haridevpur, Kolkata 700041, District South 24 Parganas, hereinafter jointly called and referred to as the "PURCHASERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the SECOND PART;

AND

"M/S ASCON", a proprietor ship firm, having its office at Sreeram Apartment, 222 (108/5), Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, represented by its sole proprietor SRI SUSHANTA SARKAR, PAN - BGGPS2923H, Aadhaar No.254721952898 son of Samarendra Chandra Sarkar, by faith - Hindu, By occupation Business, Nationality Indian, residing at Sreeram Apartment, 222 (108/5), Mahatma Gandhi Road, P.O. & P.S. Haridevpur, Kolkata 700 082, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, successor-in-interest, executors, administrators, legal representatives and assigns) of the THIRD PART;

WHEREAS one Surendra Naskar and Narendra Nath Naskar were the joint owners in respect of ALL THAT piece and parcel of land measuring about 5 Cottahs, be the same a little more or less, lying and situated under Mouza



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Sudeshna Debnath

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Sudeshna Debnath  
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Paschim Putiary, J.L. No.26, Touzi No.18 now 3313, R.S. No.275, under Dag No.269, Khatian No.111, Police Station formerly Behala, Thereafter Thakurpukur, now Haridevpur, District then 24 Parganas, at present South 24 Parganas, at present within the limits of the Kolkata Municipal Corporation, under Ward No.115.

AND WHEREAS while said Surendra Naskar and Narendra Nath Naskar were sufficiently seized and possessed the aforesaid property in order to avoid all future complication and/or controversies by virtue of a registered Deed of Settlement which was duly executed and registered in the Office of Joint Sub Registrar at Alipore and recorded in Book No.I, Volume No.107, pages 65 to 68, Being No.6366 for the year 1954, whereby said Surendra Naskar and Narendra Nath Naskar appointed themselves as Settlers Trustee and after the demise of both said Surendra Naskar and Narendra Nath Naskar the nature of the said property would become secular, whereby one Sri Paritosh Kumar Das, Son of Baroda Kanta Das, would become the sole and absolute owner of the aforesaid property.

AND WHEREAS subsequently said Surendra Naskar and Narendra Nath Naskar were died and in terms of the said Deed of Settlement the nature of the aforesaid property became secular and said Sri Paritosh Kumar Das, Son of Baroda Kanta Das became the sole and absolute owner of the aforesaid property.

AND WHEREAS while said Sri Paritosh Kumar Das, Son of Baroda Kanta Das was sufficiently seized and possessed the aforesaid property he mutated his name with

*Final Abstract**Sudesh Chatterjee  
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Scribe P. Chatterjee*

the records of the Kolkata Municipal Corporation under Assessee No.411151501430, whereby the said property has been known and numbered as K.M.C. Premises No.143, Taramoni Ghat Road, Police Station formerly Thakurpukur, now Haridevpur, Kolkata 700041, District South 24 Parganas and had been enjoying the same by paying taxes thereof, free from all encumbrances.

AND WHEREAS subsequently said Sri Paritosh Kumar Das, died intestate on 02.12.2009, leaving behind his one son namely Sri Biswanath Das, the owner/ vendor herein and two daughters namely Monjula Raha and Mridula Basu, as his only heirs or legal representatives. Accordingly after the demise of said Sri Paritosh Kumar Das, in accordance with the Hindu Law of Succession, his aforesaid son and daughters became the joint owners of the aforesaid property by way of inheritance, each having acquired undivided 1/3<sup>rd</sup> share therein.

AND WHEREAS after becoming joint owners of the aforesaid property by way of inheritance while said Sri Biswanath Das, the owner/ vendor herein Monjula Raha and Mridula Basu were enjoying the aforesaid property as co-owners thereof, each having undivided 1/3<sup>rd</sup> share therein said Monjula Raha and Mridula Basu out of natural love and affection by virtue of a registered Deed of Gift dated 12<sup>th</sup> day of April, 2017 which was duly executed and registered in the Office of the D.S.R. II at Alipore and recorded in Book No.I, Volume No.1602-2017, pages 79684 to 79705 Being No.160202858 for the year 2017 jointly transferred their undivided 2/3<sup>rd</sup> share of the aforesaid



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*Sudeshina Debbarth*

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*Suhanta Saha*  
 Proprietor

property unto and in favour of their only brother namely Biswanath Das, the owner/ vendor herein.

AND WHEREAS accordingly by way of inheritance as well as by way of aforesaid registered Deed of Gift dated 12<sup>th</sup> April, 2017 said Biswanath Das, the owner/ vendor herein became the sole and absolute owner of ALL THAT piece and parcel of land measuring about 5 Cottahs, be the same a little more or less, lying and situated under Mouza Paschim Putiary, J.L. No.26, Touzi No.18 now 3313, R.S. No.275, under Dag No.269, Khatian No.111, at present within the limits of the Kolkata Municipal Corporation, under Ward No.115, Assessee No.411151501430, being Municipal Premises No.143, Taramoni Ghat Road, Police Station formerly Thakurpukur, now Haridevpur, Kolkata 700041, District South 24 Parganas and has been enjoying the same by mutating their names with the records of the Kolkata Municipal Corporation and by paying taxes thereof.

AND WHEREAS the owner of the first part was desirous of developing the said premises by construction of new building for residential purpose, but due to insufficient of fund and lack of knowledge unable to do the same, and the owner herein while searching a developer for construction of a new Building by demolishing the existing structure, the other part herein being informed about the intention of the owner and has approached the owner to construct a new building and the owner being convinced with the said approach accepted the Developer's proposal and for that purpose the party of the first part entered into a Agreement for Development dated 19<sup>th</sup> day of September,

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*Sudeshna Debnath*

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*Sudeshna Debnath*

Proprietor

2018 which was duly executed and registered in the office of D.S.R. II, Alipore and recorded in Book No.I, Volume NO.1602-2018, pages from 331493 to 331526, Being No.160209902, for the year 2018 with the Developer for the construction of multistoried Building at the said premises and also executed a Development Power of Attorney registered before the office of DSR II, Alipore and recorded in Book No. I, Volume No.1602-2018, Pages 348248 to 348264, Being No.160210429 empowering the Developer to do some acts and deeds in respect of the aforesaid property.

AND WHEREAS accordingly the developer herein obtained a sanctioned Building Plan from the Kolkata Municipal Corporation, vide Building Permit No.2019130018, dated 03.05.2019, in respect of a straight three storied building and according to the said sanctioned plan, and the developer has started and completed the construction work of the said building upon the FIRST SCHEDULE land in accordance with the sanction plan of the K.M.C.

AND WHEREAS the purchasers herein being informed about the said construction has approached the Developer to purchase a self contained flat out of the said premises from the developer's portion and upon searching of the title of the property and the plan, the purchasers herein offer to the developer to get a self contained flat, on the First Floor, North-West Side of the building measuring about 800 Square Feet Super Built up area more or less consisting of two bed room, one dining cum kitchen, one drawing, one bath cum privy together with the undivided proportionate



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Sudeshma Debnath  
Proprietor

share of the land, along with the right to use and enjoy common areas and facilities available in the said building, lying and situate at Municipal Premises No.143, Taramoni Ghat Road, Police Station formerly Thakurpukur, now Haridevpur, Kolkata 700041, District South 24 Parganas, under K.M.C. Ward No.115, more fully described in the SECOND SCHEDULE hereto at a total consideration price of Rs.30,00,000/- (Rupees thirty lac) only, free from all encumbrances, charges, liens, attachments etc. and the developer has accepted the proposal of the owner/vendor herein.

AND WHEREAS on or before the execution of this agreement the purchasers have paid a sum of Rs.1,00,000/- (Rupees one lac) only towards part payment as per memo below and now the parties herein entered into this agreement with following terms and conditions.

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1) The owner and the developer jointly agree to sale and the purchasers have agree to purchase ALL THAT piece and parcel of a self contained flat, on the First Floor, North-West Side of the building measuring about 800 Square Feet Super Built up area more or less consisting of two bed room, one dining cum kitchen, one drawing, one bath cum privy together with the undivided proportionate share of the land, along with the right to use and enjoy common areas and facilities available in the said building, lying and situate at Municipal Premises No.143, Taramoni Ghat Road, Police Station formerly Thakurpukur, now



*Timed Abstract.*

*Subsidiary Abstract.*  
**ASCON**  
*Sanjay Saha*  
 Proprietor

Haridevpur, Kolkata 700041, District South 24 Parganas, under K.M.C. Ward No.115, particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the "Said Flat" as an absolute estate in fee simple or an estate equivalent thereto subject to a good and marketable title, being made in respect thereof and the property being found free from all encumbrances, attachments, charges and other claims and demands at or for the price of Rs.30,00,000/- (Rupees thirty lac) only, out of the developer's allocation, subject to terms and conditions hereunder contained.

- 2) That on the date of signing and execution of this agreement the purchasers have paid a sum of Rs.1,00,000/- (Rupees one lac) only as and by way of part payment as per Memo below the developer shall deliver to the purchasers on its accountable receipt the copies of all title deeds and other papers and writing including the sanctioned building plan and municipal bill relating to the premises and the purchase shall be completed within 4 (four) months from the date hereof provided a good marketable title is made out.

#### MODE OF PAYMENT

- a) At the time of signing and .. Rs. 1,00,000/-  
 execution of this agreement
- c) At the time of execution and : Rs.29,00,000/-  
 registration of the Final Deed of  
 Conveyance as well as delivery of  
 possession

Prasad Choudhary

Sudama Choudhary

ASCON

Sudama Choudhary

Proprietor

- d) Not to deposit or permit to be deposited any rubbish in the staircase or in any common parts of the said building.
- e) Not to allow or permit to be allowed storage of any goods, articles or things in the staircase lobbies or other parts of the said building or any portion thereof or the landings or any part thereof.
- f) Not to commit or permit to be committed any alteration or change in pipes, conduits, cables and other fixtures and fittings serving the said building in common.

THE FIRST SCHEDULE ABOVE REFERRED TO  
(Entire Land & Building)

ALL THAT piece and parcel of land measuring about 5 Cottahs, be the same a little more or less, together with a three storied building standing thereon, lying and situated under Mouza Paschim Putiary, J.L. No.26, Touzi No.18 now 3313, R.S. No.275, under Dag No.269, Khatian No.111, at present within the limits of the Kolkata Municipal Corporation, under Ward No.115, Assessee No.411151501430, being Municipal Premises No.143, Taramoni Ghat Road, Police Station formerly Thakurpukur, now Haridevpur, Kolkata 700041, District South 24 Parganas, which is butted and bounded as follows:-

- ON THE NORTH : 10 Feet wide common passage;  
 ON THE SOUTH : Property of Nitya Gopal Das & others  
 ON THE EAST : 12 Feet wide common passage;  
 ON THE WEST : Property of Soudamini Roy & ors.



15/09/2018

Subashini Debnath  
S.C.O.A.  
Sankar Chandra

Proprietor

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a self contained flat, on the First Floor, North-West Side of the building measuring about 800 Square Feet Super Built up area more or less consisting of two bed room, one dining cum kitchen, one drawing, one bath cum privy together with the undivided proportionate share of the land, along with the right to use and enjoy common areas and facilities available in the said building, lying and situate at Municipal Premises No.143, Taramoni Ghat Road, Police Station formerly Thakurpukur, now Haridevpur, Kolkata 700041, District South 24 Parganas, under K.M.C. Ward No.115.

THE THIRD SCHEDULE ABOVE REFERRED TO  
(Common areas and facilities)

1. Stair case and staircase landings, Ultimate R.C.C. Roof, Open spaces
2. Underground water Reservoir, Pump, Motor and Overhead water tank;
3. Septic tank;
4. Open land on the side spaces and front and back spaces except open car parking spaces
5. Main entrances
6. Water connection and water supply lines;
7. Sewerage line and connection;
8. All rain water pipes and soil pipes;

*Final Draft.**Sushama Debnath.**Sr SCON**Sushanta Debnath*  
Proprietor

9. Main electric connection and all electronic lines with lighting points in connection areas;

THE FOURTH SCHEDULE ABOVE REFERRED TO  
(COMMON EXPENSES)

1. The expenses for maintaining, repairing, decorating etc. of the main structure and the particular the roads, drain, water, pipes, electric wire in and under or upon the building and enjoyed or used by the purchasers in common with other occupiers or purchasers of the other units and the main staircase, entrance, passages, landings and the building and boundary walls and compounds etc.
2. The cost of cleaning and lighting the passages, landings, staircase and other common parts of the building as enjoyed or used by the purchasers in common as aforesaid.
3. The cost of decorating the exterior of the building
4. The cost of the salaries of clerks, Bill Collectors, Chowkidars, sweepers etc.
5. The cost of working and maintenance of Generators, T.V. Antenna Systems, Electrical installations etc. etc. and other lights and service charges.
6. Municipal and other taxes/levies;



17  
IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals, the day, month and year first above written.

SIGNED, SEALED & DELIVERED  
AT KOLKATA IN PRESENCE OF:  
WITNESSES :-

1.

**ASCON**

*Sanku Sanku*  
Proprietor

SIGNATURES OF THE OWNER

2.

✓ *Nirmal Senapati*

Drafted By :-

✓ *Sudeshna Senapati*

SIGNATURES OF THE PURCHASERS

(RAJESH DUTTA)  
Advocate  
Alipore Judges' Court,  
Kolkata 700027

**ASCON**  
*Sanku Sanku*  
Proprietor

SIGNATURE OF THE DEVELOPER  
/ CONFIRMING PARTY

Typed by me :-

Alipore Judges' Court,  
Kolkata 700027

## MEMO OF ADVANCE

RECEIVED by the within named DEVELOPER the earnest money and/or part payment of Rs.1,00,000/- (Rupees one lac) out of the total consideration amount of Rs.30,00,000/- (Rupees thirty lac) only from within named PURCHASERS the sum in the manner as follows:-

## MEMORANDUM

Sl. No	Cheque /DD No	Date	Bank/ Branch	Amount
1.				
			Total	Rs.1,00,000/-

(Rupees one lac only)

WITNESSES:-

1.

**ASCON**

*Sanku Sanku*  
Proprietor

SIGNATURE OF THE DEVELOPER

2.



*Tinaal Surosh*

*Sudastina debnath*

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*Sudastina debnath*  
 Proprietor

- 3) The developer doth hereby agree to answer all reasonable requisition on title to be made by the purchasers' Advocate and the purchasers shall make necessary searches and investigation in respect of the title of the developer relating to the said property through their Advocate.
- 4) If a good and marketable title is made out and the property is found to be free from all encumbrances, attachments and charges and other claims and demands and not affected by any charges and other claims and demands and not affected by any notice or scheme of acquisition or requisition, the developer will execute a proper conveyance or conveyance in favour of the purchasers or their nominee or nominees or assignee in which the developer shall make such other person or persons if any, join, if necessary, as conveying, confirming or assuring party or parties as the case may be to pass and convey an absolute title unto the purchasers or to redeem any charge or encumbrance. The developer shall bear and pay all outgoings and liabilities in respect of the said flat all taxes of K.M.C.
- 5) That the developer humbly declares that the SCHEDULE flat is free from all encumbrances, charges, liens, attachments, etc. and the developer has not entered into any agreement for sale of the SCHEDULE flat with any other person, other than the purchasers herein nor received any consideration

*Nirav*

*Albora*

*Sudeshna Debnath*

**SASCOON**  
*Sudeshna Debnath*

Proprietor

money from any other person in relation to the said flat/unit.

- 6) The developer shall deliver peaceful vacant possession of the said flat simultaneously with the execution of the Deed of Conveyance.
- 7) If a good and marketable title is not made out or the property is found to be subject to any encumbrances or charges or other claims or demands, the purchasers shall be at liberty to rescind this agreement and the developer shall in that event and on demand by the purchasers refund the said paid up money with other money paid in installments towards part payment of consideration and shall pay to the purchasers a sum of Rs.2,000/- only as settled cost of searches and investigation of the vendor's title including a sum of Rs.1,000/- as consolidated damages to the purchasers by the vendor.
- 8) If the developer fails and/or neglects to complete the sale after the title being made out as aforesaid or otherwise to carry out any one or more of the obligations on its part as hereunder provided or otherwise required by law, the purchasers will be at liberty to enforce specific performance of agreement by institution of legal proceedings or at their option, may sue the developer for recovery of the paid up money and other money paid by their as part payment of consideration with interest, costs and other reliefs.



*Primal Almath**Sudashna Debnath***ASCON***Smhankar Sankar*  
Proprietor

- 9) The said premises or any portion thereof is not at present affected by any notice or Scheme of the Corporation or any other local public authority or body corporate. If it is found to be so affected before the completion of the sale. It shall be optional on the part of the purchasers to rescind this agreement and in that event the developer shall refund the total paid up money with other money as aforesaid to the purchasers.
- 10) That the developer has represented to the purchasers that the developer has not entered into any other agreement with anybody else other than the purchasers herein in respect of the said flat agreed to be purchased by the purchasers.
- 12) That the developer undertakes to complete the construction of the SCHEDULE flat according to the specifications annexed herewith and shall handover vacant possession of the SCHEDULE flat within 9 (Nine) months from the date hereof failing which the developer shall be liable to pay and the purchasers shall be entitled to Rs.5,000/- per month as liquidated damages till the developer hand over possession of the flat to the purchasers.
- 13) The purchasers shall pay the proportionate share of the taxes and other charges and also maintenance charges of the flat from the date of taking over possession of it. The flat shall only be used for residential purpose.

Final Abstract

Sudeshma Debnath

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Sudeshma Debnath

Proprietor

- 14) The purchasers shall use the flat and other portions with the following manners :-
- a) Upon possession of the said flat being delivered to the purchasers, they shall be entitled to use and occupy the said flat and they shall have no claim against the owner as to any defect in any item of work or construction of the said unit or on any other account whatsoever, subject to if any material defect is detected at the time of taking possession of the flat, the developer shall at its costs remove those defect forthwith. It is expressly agreed that the decision of the Architect for the time being in respect of the said Building as to quality and specification of the Building materials and workmanship shall be final, conclusive and binding on the purchasers and the purchasers shall not be entitled to raise dispute or challenge the same on any ground whatsoever.
  - b) The purchasers shall have no claims save and except in respect of the said flat together with common areas hereby agreed to be acquired by them.
  - c) The purchasers shall not store in the said flat any good of hazardous or combustible in nature on which are too heavy and likely to affect the construction of the said building. The purchasers shall not decorated exterior of said building otherwise than in a manner agreed by the owner or in a manner as near as may be in which it was previously decorated.