

AGREEMENT FOR SALE

P.S. – Domjur, District – Howrah.

Advance Amount of Rs. 2,70,000/- Only.

Consideration Price of Rs. 27,00,000/- Only.

THIS AGREEMENT FOR SALE is made on this _____ day of
December, 2018, (Two Thousand Eighteen).

B E T W E E N

(1) SRI MANTU RAM SHAW (PAN - ALKPS1199K), Son of Late Annada Charan Shaw, by occupation - Business, **(2) SMT. TAPATI SHAW (PAN - FGWPS6167M)**, wife of Sri Mantu Ram Shaw, by occupation - Housewife, **(3) SRI DHANANJAY PARAMANIK (PAN - EDUPP1901G)**, Son of Late Kamal Chandra Paramanik, by occupation - Business, all by faith - Hindu, by Nationality - Indian, all are residing at Village & P.O. & P.S. - Domjur, District - Howrah, Pin - 711405, **All are Represented by their Constituted Attorney "SEFALI BUILDERS AND DEVELOPERS PVT. LTD." (PAN - AAVCS0352B)**, a Private Limited Company, incorporated under the Indian Companies Act of 1956, being represented by its Director **SRI SAILENDRA NATH DUTTA (PAN - AHBPD1162G)**, Son of Late Gobinda Dutta, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at Domjur (Barui Para), P.O. & P.S. - Domjur, District - Howrah, Pin - 711405, hereinafter called and referred to as the **"OWNERS/VENDORS"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors-in-office, legal representatives, executors, administrators and/or assigns) of the **FIRST PART.**

AND

SRI SUBRATA MAJEE (PAN - BTAPM8631B), son of Sri Raghunath Majee, by occupation - Service, by faith - Hindu, by Nationality - Indian, residing at Village & P.O. - Tehatta, P.S. - Uluberia, District - Howrah, Pin - 711315., hereinafter called to as the **"PURCHASER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs,

legal representatives, executors, administrators and/or assigns) of the **SECOND PART.**

AND

"SEFALI BUILDERS AND DEVELOPERS PVT. LTD." (PAN - **AAVCS0352B**), a Private Limited Company, incorporated under the Indian Companies Act of 1956, being represented by its Director **SRI SAILENDRA NATH DUTTA (PAN - AHBDP1162G)**, Son of Late Gobinda Dutta, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at Domjur (Barui Para), P.O. & P.S. - Domjur, District - Howrah, Pin - 711405, hereinafter called and referred to as the **"DEVELOPER/CONFIRMING PARTY"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, legal representatives, executors, administrators and/or assigns) of the **THIRD PART.**

WHEREAS the said Sri Mantu Ram Shaw has become the absolute owner and occupier in respect of a plot of Bastu land measuring about more or less 1.25 decimals out of 8.50 decimals out of 22 decimals of Bastu land with structure together with all sorts of easement rights and privileges attached with this property comprised in R.S. Dag No. 1528, L.R. Dag No. 1198, under R.S. Khatian No. 2276, L.R. Khatian No. 3816, situated within Mouza - Domjur, within the jurisdiction of Domjur Gram Panchayet, J.L. No. 33, A.D.S.R. & P.S. - Domjur, D.S.R. and District - Howrah, by way of purchased from Sri Dhananjay Paramanik son of Sri Kamal Chandra Paramanik of Domjur, Howrah by virtue of a registered Deed of Sale dated 30-

09-1989 which was registered before the A.D.S.R. Domjur and recorded in Book No. 1, Volume No. 58, Pages from 213 to 217, being No. 3262, for the year 1989 which is fully described in Schedule 'A'. The said Sri Mantu Ram Shaw has got mutate his name in the L.R. Khatian before the B.L. & L.R.O., Domjur, being L.R. Kh. No. 3816 by paying upto date ground rent.

AND WHEREAS the said Smt. Tapati Shaw has become the absolute owner and occupier in respect of a plot of Bastu land measuring about more or less 01 decimal out of 22 decimals of Bastu land with structure together with all sorts of easement right and privileges attached with this property comprised in R.S. Dag No. 1528, L.R. Dag No. 1198, under R.S. Khatian No. 2276, L.R. Khatian No. 1796, situated within Mouza - Domjur, within the jurisdiction of Domjur Gram Panchayet, J.L. No. 33, A.D.S.R. & P.S. - Domjur, D.S.R. and District - Howrah, by way of purchased from Sri Pradip Kumar Chakraborty son of Late Jitendra Kishor Chakraborty of Domjur, Howrah, by virtue of a registered Deed of Sale dated 14-04-1983 which was registered before the A.D.S.R. Domjur and recorded in Book No. 1, Volume No. 25, Pages from 283 to 294, being No. 1281, for the year 1983.

AND WHEREAS the said Smt. Tapati Shaw has also become the absolute owner and occupier in respect of a plot of Bastu land measuring about more or less 3.375 decimals out of 22 decimals of Bastu land with structure together with all sorts of easement right and privileges attached with this property comprised in R.S. Dag No. 1528, L.R. Dag No. 1198, under R.S. Khatian No. 2276, L.R. Khatian No. 1796, situated within Mouza - Domjur, within the jurisdiction of

Domjur Gram Panchayet, J.L. No. 33, A.D.S.R. & P.S. - Domjur, D.S.R. and District - Howrah, by way of purchased from Smt. Hena Bera, wife of Late Balai Chandra Bera of Sunnandapur, Bagnan, Howrah, by virtue of a registered Deed of Sale dated 06-12-1988 which registered before the A.D.S.R. Domjur and recorded in Book No. 1, Volume No. 57, Pages from 197 to 202, being No. 3931, for the year 1988.

AND WHEREAS the said Smt. Tapati Shaw further has become the absolute owner and occupier in respect of a plot of Bastu land measuring about more or less 1.25 decimals out of 8.50 decimals out of 22 decimals of Bastu land with structure together with all sorts of easement right and privileges attached with this property comprised in R.S. Dag No. 1528, L.R. Dag No. 1198, under R.S. Khatian No. 2276, L.R. Khatian No. 1796, situated within Mouza - Domjur, within the jurisdiction of Domjur Gram Panchayet, J.L. No. 33, A.D.S.R. & P.S. - Domjur, D.S.R. and District - Howrah, by way of purchased from Sri Dhananjoy Paramanik, son of Sri Kamal Chandra Paramanik of Domjur, Howrah, by virtue of a registered Deed of Sale dated 30-09-1989 which was registered before the A.D.S.R. Domjur and recorded in Book No. 1, Volume No. 58, Pages from 208 to 212, being No. 3261, for the year 1989.

AND WHEREAS the said Smt. Tapati Shaw has become the absolute owner and occupier in respect of a plot of Bastu land measuring about more or less 5.625 decimals out of 22 decimals of Bastu land with structure by way of three aforesaid separate Deed of Sale altogether with all sorts of easement right and privileges attached with this property comprised in R.S. Dag No. 1528, L.R. Dag

No. 1198, under R.S. Khatian No. 2276, L.R. Khatian No. 1796, situated within Mouza - Domjur, within the jurisdiction of Domjur Gram Panchayet, J.L. No. 33, A.D.S.R. & P.S. - Domjur, D.S.R. and District - Howrah, and the said Smt. Tapati Shaw has got mutated her name in the L.R. Khatian before the B.L. & L.R.O. Domjur, being L.R. Khatian No. 1796 by paying upto date ground rents which is fully described in Schedule 'B'.

AND WHEREAS the said Sri Dhananjay Paramanik has become the absolute owner and occupier in respect of a plot of Bastu land measuring about more or less 05 decimals out of 22 decimals of Bastu land with structure together with all sorts of easement right and privileges attached with this property comprised in R.S. Dag No. 1528, L.R. Dag No. 1198, under R.S. Khatian No. 2276, L.R. Khatian No. 8350, situated within Mouza - Domjur, within the jurisdiction of Domjur Gram Panchayet, J.L. No. 33, A.D.S.R. & P.S. - Domjur, D.S.R. and District - Howrah, by way of Gift from his father Sri Kamal Chandra Paramanik of Domjur, Howrah, by virtue of a registered Deed of Gift dated 07-09-1968 which registered before the A.D.S.R. Domjur and recorded in Book No. 1, Volume No. 68, Pages from 204 to 206, being No. 4779, for the year 1968. The said Sri Dhananjay Paramanik has got mutated his name in the L.R. Khatian before the B.L. & L.R.O., Domjur, being L.R. Khatian No. 8350.

AND WHEREAS the Owners/Vendors herein are the joint owners and occupiers by way of separate Deed of Sales and Deed of Gift.

AND WHEREAS all the plots of land described above situate and lying adjacent to each other.

AND WHEREAS the said properties are situated in same and one Dag i.e. R.S. Dag No. 1528, L.R. Dag No. 1198, and one contiguous adjacent to each other.

AND WHEREAS for better enjoyment of the properties the Owners/Vendors herein decided to get their three separate properties Amalgamation into a single premises and/or unit and also have agreed unanimously to enjoy jointly the entire portion into a single property having undivided common interest in and over the entire position owned by the parties., by virtue of a Deed of Amalgamation registered in the Office of A.D.S.R. Domjur and recorded in Book No. I, Being No. 050400680, for the year 2016.

AND WHEREAS the Owners/Vendors herein have decided and agreed to get their property developed by constructing multi-storied building upon it through and at the costs and expenses of the Developer herein and the Owners/Vendors and the Developer have entered into Two registered Development Agreement (No. i) which was duly registered in the office of A.D.S.R. Domjur, and recorded in Book No. I, Volume No. 0504-2016, Pages from 9561 to 9585, Being No. 050400278 for the year 2016, **AND** (No. ii) which was duly registered in the office of A.D.S.R. Domjur, and recorded in Book No. I, Volume No. 0504-2016, Pages from 13893 to 13919, Being No. 050400246 for the year 2016, and on the terms and conditions mentioned therein. The Owners/Vendors herein had also given Two Development Power of Attorney or Power of Attorney (No. i) which was duly registered in the office of A.D.S.R. Domjur, and recorded in Book No. IV, Volume No. 0504-2016, Pages from 1073 to 1088, Being No. 050400048 for the year 2016, **AND** (No. ii) which was duly registered

in the office of A.D.S.R. Domjur, and recorded in Book No. IV, Volume No. 0504-2016, Pages from 1167 to 1182, Being No. 050400037 for the year 2016, in favour of "SEFALI BUILDERS AND DEVELOPERS PVT. LTD.", a Private Limited Company, incorporated under the Indian Companies Act of 1956, being represented by its Director *SRI SAILENDRA NATH DUTTA*, as the Developer herein, conferring it full power to execute the agreement(s) with intending Purchaser(s) and also for sale their property.

AND WHEREAS on the strength of the aforesaid Two Development Agreements AND Two Development Power of Attorney or Power of Attorney the Developer herein obtained Sanctioned Building Plan from Howrah Zilla Parishad Being Memo No. 113/032/HZP/EP. dt. 27/07/2016 and after obtaining requisite permission from the Competent Authority for construction the Developer constructed Multi-storied Building consisting of Flats/Shops/Office Rooms/ Godowns etc.

AND WHEREAS Knowing all that the Purchaser herein express his desire to owing *out of Developer's Allocated portions* One Self Contained Residential Flat Being **Flat No. 304**, on the **Third Floor**, measuring an area **920 Sq.ft.** more or less including super built-up area, *Having Lift Facility in the Building*, Building known as "**NABADIGANTA APARTMENT**", togetherwith undivided proportionate impartible share or interest in the land within the 'A' Schedule property, lying and situated at R.S. Dag No. 1528, L.R. Dag No. 1198, R.S. Khatian No. 2276, L.R. Khatian Nos. 1796, 3816 & 8350, within Mouza - Domjur, J.L. No. 33, under P.O. & P.S. - Domjur, District - Howrah, Pin - 711405, within Domjur Gram

Panchayat., At a **Total Consideration of Rs. 27,00,000/- only**. And the Developer/Confirming Party herein agreed with the said proposal of the Purchaser and herein agreed to execute a Deed of Sale in favour of the Purchaser.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

1. That the Purchaser has previously booked to the Developer/Confirming Party herein the sum of **Rs. 2,70,000/- only** in Cash/Cheque as and by way of earnest money and the balance amount shall be paid at the time of completion of the purchase or before the Registration of the said Flat, and it will be completed within 2 (Two) Years from the date of execution of this agreement.
2. That if the Developer/Confirming Party fails and/or neglects to complete the sale after the title being made out as fore said or other wise to carry out any one or more of the obligations of their part as hereunder provided or otherwise required by law, the Purchaser will be at liberty to enforce specific performance of agreement by institution of legal proceedings or at his option, may sue the Developer/Confirming Party for recovery of the Earnest money with interest, costs and other reliefs.
3. That if the Purchaser fails to purchase the said Flat, within aforesaid time the agreement considered cancelled and Developer/Confirming Party will refund the earnest money to the purchaser with out any interest.

4. That the Developer/Confirming Party shall deliver the Xerox copies of title deed and other relevant papers in respect of the said Flat, to the Purchaser for conveyance and enquiry and search by the purchaser.
5. That the Developer/Confirming Party hereby declared that Flat, to be sold, is free from all encumbrances, and he does not transfer the same or part with possession to any third party and the schedule mentioned Flat, remains in khas possession of the Developer/Confirming Party.

- : THE 'A' SCHEDULE ABOVE REFERRED TO :-

ALL THAT piece and parcel of 'Bastu Land' measuring an area 11.875 Decimals out of 22 Decimals more or less together with Newly Constructed Multi-Storied Building standing thereon, lying and situated at R.S. Dag No. 1528, L.R. Dag No. 1198, R.S. Khatian No. 2276, L.R. Khatian Nos. 1796, 3816 & 8350, within Mouza - Domjur, J.L. No. 33, under P.O. & P.S. - Domjur, District - Howrah, Pin - 711405, within Domjur Gram Panchayat.

The property is butted and bounded as follows :-

ON THE NORTH :-	By Property of Others (Dag No. 1529, 1520).
ON THE SOUTH :-	By Howrah Amta Road.
ON THE EAST :-	By Property of Others (Dag No. 1528).
ON THE WEST :-	By 10 wide Panchayet Road.

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- : THE 'B' SCHEDULE ABOVE REFERRED TO :-

(Description of the Flat)

Within Developer's Allocated portions ALL THAT piece and parcel of One Self Contained Residential Flat Being **Flat No. 304**, on the **Third Floor**, measuring an area **920 Sq.ft.** more or less including super built-up area, **Having Lift Facility in the Building**, Building known as "**NABADIGANTA APARTMENT**", the said Flat Which is delineated in the Map or Plan annexed herewith bordered "**RED**" colour which will be treated as a part of this Deed, togetherwith undivided proportionate impartible share or interest in the land within the 'A' Schedule property, lying and situated at R.S. Dag No. 1528, L.R. Dag No. 1198, R.S. Khatian No. 2276, L.R. Khatian Nos. 1796, 3816 & 8350, within Mouza - Domjur, J.L. No. 33, under P.O. & P.S. - Domjur, District - Howrah, Pin - 711405, within Domjur Gram Panchayat.

The property is butted and bounded as follows :-

ON THE NORTH :-	Open to Sky.
ON THE SOUTH :-	Stair & Corridor.
ON THE EAST :-	Open to Sky.
ON THE WEST :-	Other Flat.

- : THE 'C' SCHEDULE ABOVE REFERRED TO : -

(Common Parts & Portions of the said building which will be used by the Purchaser with the other co-owners)

1. Electric Line, Main Electric Meter, along with other Electrical installations of the said building.
2. Stair & Lift, including all common passage.
3. Drain & Sewerage system, and all other installations connected with this.
4. Stair, windows & Doors, Bath room & Toilet.
5. Water Pump, Pump room & other installations, charge for water meter line.
6. Water tank top of the roof and pipe line, and other installations.
7. Top of the roof shall be always kept for the Owners/Vendors and or the Developer, but the Purchaser use the top roof temporary use only like drying cloths etc.

- : THE 'D' SCHEDULE ABOVE REFERRED TO : -

(All other common amenities & facilities of the said building which will be used by the Purchaser with the other co-owners)

1. Stair to the said Flat and the roof of the building, and other connecting road, and passage, the purchaser shall has right to use with their family members and relatives and friends, and staff, the common areas without any objection from any corner whatsoever.

2. The Purchaser shall has right to take Electric line, Telephone line, Cable T.V. line, internet line through the common passage of the building constructed on the said land.
3. The Purchaser shall maintain the water tank top of the roof of the building, to take electric earth line, after get permission from the Owners/Vendors and or the Developer.
4. The Purchaser shall has right to replace or renovate the outer wall and the pipe line of their own Flat.
5. The Purchaser herein borned to bear the expenses of electricity within the common passage, use of water etc., as maintenance charges, the Purchaser herein with the other co-owners shall bear the expenses through the Association (if they will created latter) or they can bear the expenses through the President or Secretary selected by the Owners/Vendors and or the Developer.

- : THE 'E' SCHEDULE ABOVE REFERRED TO : -

- (a) Amount of **Rs. 2,70,000/-** only which is already paid by Cash/Cheque by the Purchaser to the Developer/Confirming Party, at the time of Booking the aforesaid Flat.
- (b) Amount of **Rs. 15,00,000/-** only which will be paid to the Developer/Confirming Party, at the time of Agreement Registration.

Rest Amount will be paid to the Developer/Confirming Party, at the time of Final Registration of Deed of sale and hand over possession.

IN WITNESSES WHEREOF the Owners/Vendors and or the Developer and the Purchaser have subscribed their hands and seals on the day, month and year first above written.

SIGNED BY THE

within named Owners/Vendors and or the Developer and the within named Purchaser.

In the presence of :

(1) SRI MANTU RAM SHAW, (2) SMT. TAPATI SHAW, (3) SRI DHANANJAY PARAMANIK, *Represented by their Constituted Attorney* **"SEFALI BUILDERS AND DEVELOPERS PVT. LTD."**, a Private Limited Company, represented by its Director **SRI SAILENDRA NATH DUTTA.**

WITNESSES:

1.

Signature of the Owners/Vendors

2.

Signature of the Purchaser
SRI SUBRATA MAJEE

Signature of the Developer/Confirming Party
"SEFALI BUILDERS AND DEVELOPERS PVT. LTD.", a Private Limited Company, represented by its Director **SRI SAILENDRA NATH DUTTA.**

MEMO OF CONSIDERATION

RECEIVED WITHIN above named Developer/Confirming Party from the above named Purchaser an amount of **Rs. 2,70,000/- Only** as earnest money out of the total Consideration money of **Rs. 27,00,000/- only** on the following respective manners stated as follows :-

<u>Date</u>	<u>Cheque/Cash/RTGS/NEFT</u>	<u>Bank / Branch</u>	<u>Amount</u>
10.02.2017	Cash	-----	90,000/-
05.09.2018	069822	Axis Bank (Amta Br.)	1,80,000/-
			Rs. 2,70,000/-

(Rupees Two Lakhs Seventy Thousand) only.

Signature of the Developer/Confirming Party
"SEFALI BUILDERS AND DEVELOPERS PVT. LTD.", a
 Private Limited Company, represented by its Director **SRI**
SAILENDRA NATH DUTTA.

WITNESSES:

1.

2.