

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT is made on this the day of August, 2019
(Two Thousand Nineteen).

B E T W E E N

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SRI SUDIP BHADRA, (PAN - ADRPB5501B), (Aadhar No.)
(Mobile No.), son of Late Haradhan Bhadra, by faith- Hindu, by occupation - Business, by Nationality - Indian, residing at 37/3, Masjid Bari Street, Post Office - Beadon Street, Police Station - Burtolla, Kolkata - 700006, hereinafter called and referred to as the **"OWNER/VENDOR"** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representatives, successors and administrators) of the **FIRST PART**.

AND

M/S D.S. ENTERPRISE, (P-AN - AALFD7379J), a Partnership firm, having its principal place of Business office at 23/29, J.N. Sarkar Street, Post Office and Police Station - Lake Town, Kolkata - 700048, represented by its Partners (1) **SHANTANU KUMAR SUR, (PAN - ALEPS2359D)**, Son of Late Bimal Chandra Sur, by occupation - Business, by faith - Hindu, by Nationality - Indian, residing at 550D, Rabindra Sarani, Post Office - Baghbazar, Police Station - Shyampukur, Kolkata - 700003, (2) **NANTU SAHA, (PAN - AWAPS9078G)**, Son of Surya Saha, by faith - Hindu, by occupation - Business, residing at 48, J.N. Sarkar Street, Post Office and Police Station - Lake Town, Kolkata - 700048, (3) **NIMAI DUTTA, (PAN - AIJPP0274C)**, Son of Late Krishna Lal Dutta, by faith - Hindu, by occupation - Business, residing at 23/29, J.N. Sarkar Street, Post Office and Police Station - Lake Town, Kolkata - 700048 and (4) **DILIP DUTTA, (PAN - ACUPD7705P)**, Son of Late Krishna Lal Dutta, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 23/29, J.N. Sarkar Street, Post Office and Police Station - Lake Town, Kolkata - 700048, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless included the successor in interest/office, representatives, assigns) of the **SECOND PART**.

AND

Kul Bhushan, son of Basuki Nath Yadav, by faith - Hindu , by Nationality - Indian, by occupation - Service , residing at 30, swarnlata apartment, priya mitra road, Ghoshpara, Patipukur, Kolkata - 700048 hereinafter called and referred to as the **"PURCHASER"** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representatives, successors and administrators) of the **THIRD PART**.

WHEREAS one Smt. Lakshmi Bibi of 12, J. N. Sarkar Street, Dakshindari, P. S. - Dum Dum, District 24-Parganas who was sole and absolute owner and was absolutely seized possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring .0769 satak equivalent to 4 cottahs 12 chittacks be the same a little more or less situated at and comprised in R. S, Dag No. 283, R. S. Khatian No. 12, in Mouza - Dakshindari, Re.Sa. No. 6, J.L. No. 25, within Police Station Dum Dum, 24-Parganas by inheritance from his father who was the erstwhile recorded owner.

AND WHEREAS while the said Smt. Lakshmi Bibi was absolute seized

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possessed of and/or otherwise well and sufficiently entitled to the said property i.e. All that piece and parcel of land measuring .0769 satak equivalent to 4 cottahs 12 chittacks be the same a little more or less situated at and comprised in R.S. Dag No. 283, R.S. Khatian No. 12, in Mouza - Dakshindari, Re.Sa. No. 6, J.L. No. 25, within Police Station Dum Dum, 24-Parganas on due mutation of her name and on payment of Govt. revenue and taxes, for diverse bonafide causes, the said Smt. Lakshmi Bibi sold transferred assigned and parted with possession of the said entire land measuring .0769 satak equivalent to 4 cottahs 12 chittacks be the same a little more or less situated at and comprised in R.S. Dag No. 283, R.S. Khatian No. 12, in Mouza - Dakshindari, to one Sk. Momin, son of Late Ajmulla of 12, J. N. Sarkar Street, P.O. Dum Dum, District 24-Parganas, by a registered Indenture of Sale dated 8.4.1958 executed by Smt. Lakshmi Bibi, therein described as the Vendor, in favour of the said Sk. Momin, therein described as the Purchaser and Registered in the office of Sub-Registrar, Cossipore Dum Dum and recorded in Book No. 1, Volume No. 48, pages 116 to 118, being No. 2706 for the year 1985 against valuable consideration mentioned therein the said Deed.

AND WHEREAS subsequently, while the said Sk. Momin was absolutely seized possessed of and/or otherwise well and sufficiently entitled to the said property [i.e. All that piece and parcel of land measuring .0769 satak equivalent to 4 cottahs 12 chittacks be the same a little more or less situated at and comprised in R.S. Dag No. 283, R.S. Khatian No. 12, in Mouza - Dakshindari, Re.Sa. No. 6, J.L. No. 25, within Police Station Dum Dum, 24-Parganas] by purchase, for diverse bonafide causes, the said Sk. Momin sold transferred assigned and parted with possession of the said entire land measuring .0769 satak equivalent to 4 cottahs 12 chittacks be the same a little more or less situated at and comprised in R.S. Dag No. 283, R.S. Khatian No. 12, in Mouza - Dakshindari to one Sk. Gazi Golam Rabbani, son of Late Gazi Dukhi of 12, J.N. Sarkar Street, P.O. Dum Dum, District 24-Parganas, by a registered Deed of sale dated 10.05.1962, executed by Sk. Momin/ therein described as the Vendor, in favour of the said Sk. Gazi Golam Rabbani, therein described as the Purchaser and Registered in the office of Sub-Registrar, Cossipore Dum Dum and recorded in Book. No. 1, Volume No. 65, pages 37 to 40, being no. 3970 for the year 1962 against valuable consideration mentioned therein the said Deed.

AND WHEREAS while the said Sk. Gazi Golam Rabbani was absolutely seized possessed of and/or otherwise well and sufficiently entitled to the said property [i.e. All that piece and parcel of land measuring .0769 satak equivalent to 4 cottahs 12 chittacks be the same a little more or less situated at and comprised in R.S. Dag No. 283, R.S. Khatian No. 12, in Mouza - Dakshindari, Re.Sa. No. 6, J.L. No. 25, within Police Station Dum Dum, 24-Parganas] by purchase, for diverse bonafide causes, the said Sk. Gazi Golam Rabbani for diverse bonafide causes, sold transferred assigned and parted with possession of the said entire land measuring .0769 satak equivalent to 4 cottahs 12 chittacks be the same a little more or less situated at and comprised in R.S. Dag No. 283, R.S. Khatian No. 12, in Mouza - Dakshindari to one Noorjahan Begum wife of Sayed Ahamed Patoary of 130A, Bagmari Road, within P.S. - Manicktola, District 24- Parganas, by a

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registered Deed of Sale executed by Sk. Gazi Golam Rabbani, therein described as the Vendor, in favour of the said Noorjahan Begum, therein described as the Purchaser and Registered in the office of District Registrar, 24-Parganas at Alipore and recorded in Book No. 1, Volume No,96, page no. 214 to 213, being No. 5058 in the year 1965 against valuable consideration mentioned therein the said Deed.

AND WHEREAS by a Bengali Saf Kobala dated the 27th day of September, 1976 and made between Noorjahan Begum, therein referred to as the Vendor of the one part and Smt. Kalyani Saha, therein referred to as the Purchaser of the other part and registered in the office of District Registrar 24-Parganas at Alipore, and recorded in Book No. 1, Volume No. 133, Pages 127, being No. 4946 for the year 1976, the said Noorjahan Begum subsequently for the consideration therein mentioned granted transferred conveyed assured and assigned unto and in favour of one Smt. Kalyani Saha [wife of Shri Narahari Saha of 67A, Belgachia Road, P.S. - Chitpore, Calcutta] **ALL THAT** piece and parcel of land measuring .0769 satak equivalent to 4 cottahs 12 chittacks be the same a little more or less comprised in R.S. Dag No. 283, R.S. Khatin No. 12, in Mouza - Dakshindari, Re.Sa. No. 6, J.L. No. 25, within Police Station Dum Dum, 24-Parganas more fully and particularly described in the schedule there under written and also shown and delineated in the map or plan thereto annexed.

AND WHEREAS the said purchaser Noorjahan Begum subsequently by appropriate deed of transfer sold transferred assigned and parted with possession the said property i.e. All that piece and parcel of land measuring .0769 satak equivalent to 4 cottahs 12 chittacks be the same a little more or less situated at and comprised in R.S, Dag No. 283, R.S. Khatian No. 12, in Mouza-Dakshindari, Re.Sa. No. 6, J.L. No. 25, within Police Station Dum Dum, 24-Parganas, with all her right and interests to one Smt. Kalyani Saha, wife of Shri Narahari Saha of 67A, Belgachia Road, P.S.- Chitpore, District 24-Parganas.

AND WHEREAS one Armada Prasad Ghosh, son of Late Probodh Chandra Ghosh of no.7, Ashutosh Ghosh Lane, P.S.- Lake Town, District 24-Parganas was the sole and absolute owner of several properties including contiguous plots of land admeasuring 1 (One) cottah 13(Thirteen) Chittacks be the same a little more or less comprised in C.S. & R.S. Dag No. 282 [measuring .0030 decimal equivalent to 3(Three) Chittacks] C.S. & R.S. Dag No. 285 [measuring .0264 equivalent to 1(One) Cottah 10 (Ten) Chittacks] appertaining to C.S. Khatian 13(within Original C.S. Khatian 11), R.S. Khatian Nos. 646 to 657 in Mouza-Dakshindari, Re.Sa. No. 6, (G.D.I), J.L. No. 25, Pargana, Kolkata, Dihi Panchannagram, Division 2, Sub-Division 6, Touzi 1298/2833, Holding 97, within Police Station Dum Dum later' Lake Town, Sub-Registry Cossipore Dum Dum, District 24-Parganas partly by inheritance, partly by Gift and partly by Purchase and ultimately by partition separated allotment as per Registered Deed of Partition dated 06th August 1965 executed by and between the said Annada Prasad Ghosh and his other Co-Owners and registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. 1, Volume No. 106, Pages 25 to 38, being no. 7142 for the year 1965.

AND WHEREAS subsequently while the Annada Prasad Ghosh was absolutely seized possessed of and/or otherwise well and sufficiently entitled to his exclusive partitioned allotment including the said plots of land in his allotted share admeasuring 1(One) Cottah 13(Thirteen) Chittacks) be the same a more or less comprised in C.S. & R.S. Dag No. 282 [measuring .0030 decimal equivalent to 3(Three) Chittacks] C.S. & R.S. Dag No. 285 [measuring .0264 equivalent to 1(One) Cottah 10 (Ten) Chittacks] appertaining to C.S. Khatian 13(within Original C.S. Khatian 11), R.S. Khatian Nos. 646 to 657 in Mouza-Dakshindari, Re.Sa. No. 6, (G.D.I), J.L. No. 25, Pargana, Kolkata, Dihi Panchannagram, Division 2, Sub-Division 6, Touzi 1298/2833, Holding 97, within Police Station Dum Dum later Lake Town, Sub-Registry Cossipore Dum Dum, District 24-Parganas by due mutation of name in the Govt. and Municipal record and was paying Govt. Revenue and Municipal Tax before the respective authorities, for diverse bonafide causes, the said Annada Prasad Ghosh by a Bengali Saf Cobala dated the 25th day of January, 1977 made between Annada Prasad Ghosh therein referred to as the Vendor of the one part and the said Smt. Kalyani Saha [wife of Shri Narahari Saha of 67A, Belgachia Road, P.S. - Chitpore, District 24-Parganas] therein referred to as the Purchaser of the other part and registered in the office of the Additional District Registrar, North 24-Parganas at Barasat and recorded in Book No. 1, Volume No. 9, pages 36 to 46, being no. 264 for the year 1977, for the consideration therein mentioned, sold transferred conveyed assured assigned and parted with possession unto and in favour of the said Smt. Kalyani Saha ALL That the piece and parcel of land admeasuring .0294 decimal equivalent to 1(One) Cottah 13(Thirteen) Chittacks be the same 'a little more or less comprised in C.S. & R.S. Dag No. 282 [measuring .0030 decimal equivalent to 3(Three) Chittacks] C.S. & R.S. Dag No. 285 [measuring .0264 equivalent to 1(One) Cottah 10 (Ten) Chittacks] appertaining to C.S. Khatian 13(within Original C.S. Khatian 11), R.S. Khatian Nos. 646 to 657 in Mouza-Dakshindari, Re.Sa. No. 6, (G.D.I), J.L. No. 25, Pargana, Kolkata, Dihi Panchannagram, Division 2, Sub-Division 6, Touzi 1298/2833, Holding 97, within Police Station Dum Dum later Lake Town, Sub-Registry Cossipore Dum Dum, District 24-Parganas.

AND WHEREAS the said Two Plots of land were contiguous and therefore the said Smt. Kalyani Saha since after purchase the said two plots of land for convenience of her possession amalgamated the same into one plot admeasuring 6(six) cottahs 9(Nine) Chittacks) be the same a little more or less comprised in R.S. Dag No. 283 [measuring .0769 satak equivalent to 4 Cottahs 12 Chittacks], R.S. Dag No. 282 [measuring .0030 decimal equivalent to 3(Three) Chittacks], R.S. Dag No. 285 [measuring .0264 equivalent to 1(One) Cottah 10 (Ten) Chittacks] appertaining to respective R.S. Khatian 12 and R.S. Khatian Nos. 646 to 657 in Mouza-Dakshindari, Re.Sa. No. 6, (G.D.I), J.L. No. 25, Pargana, Kolkata, Dihi Panchannagram, Division 2, Sub-Division 6, Touzi 1298/2833, Holding 97, within Police Station Dum Dum later Lake Town, Sub-Registry Cossipore Dum Dum, District 24-Parganas and accordingly started residing thereon on erecting dwelling house consisting of two pucca rooms and one big C.I. shed with pucca

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sanitary privy thereon and upon due mutation of her name in local South Dum Dum Municipality and also in the office of the J.L.R.O and on payment of due Govt. Revenue and Municipal taxes to the respective appropriate authorities and remained in uninterrupted possession.

AND WHEREAS while the said Smt. Kalyani Saha was the sole and absolute owner and was absolutely seized possessed and or otherwise well and sufficiently entitled to all that piece and parcel of land admeasuring 6 (Six) Cottahs 9 (Nine) Chittacks be the same a little more or less comprised in R.S. Dag No. 283 [measuring .0769 satak equivalent to 4 Cottahs 12 Chittacks], R.S. Dag No. 282 [measuring .0030 decimal equivalent to 3(Three) Chittacks], R.S. Dag No. 285 [measuring .0264 equivalent to 1(One) Cottah 10 (Ten) Chittacks] appertaining to respective R.S. Khatian 12 and R.S. Khatian Nos. 646 to 657 in Mouza-Dakshindari, Re.Sa. No. 6, (G.D.I), J.L. No. 25, Pargana, Kolkata, Dihi Panchannagram, Division 2, Sub-Division 6, Touzi 1298/2833, Holding 97, within Police Station Dum Dum later Lake Town, Sub-Registry Cossipore Dum Dum, District 24-Parganas, the said Smt. Kalyani Saha by an Indenture of Conveyance dated the 7th day of March, 1980 executed by Smt. Kalyani Saha, therein mentioned as the Vendor in favour of Shri Badri Prasad Agarwal, the present Vendor, therein mentioned as the Purchaser and Registered at the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. 1, Volume No. 64, pages 48 to 58, being no. 1734 for the year 1980, for the consideration mentioned therein, sold transferred assigned and parted with possession the entirety of the said property i.e. **All THAT** land being amalgamated plot admeasuring 6 (Six) Cottahs 9 (Nine) Chittacks be the same a little more or less comprised in R.S. Dag No. 283 [.0769 satak equivalent to 4 Cottahs 12 Chittacks], R.S. Dag No. 282 [measuring .0030 decimal equivalent to 3(Three) Chittacks], R.S. Dag No. 285 [measuring .0264 equivalent to 1(One) Cottah 10 (Ten) Chittacks] appertaining to respective R.S. Khatian 12 and R.S. Khatian Nos. 646 to 657 in Mouza-Dakshindari, Re.Sa. No. 6, (G.D.I), J.L. No. 25, Pargana, Kolkata, Dihi Panchannagram, Division 2, Sub-Division 6, Touzi 1298/2833, Holding 97, within Police Station Dum Dum later Lake Town, Sub-Registry Cossipore Dum Dum, District 24-Parganas now after division of the District within North 24-Parganas together with dwelling house consisting of two pucca rooms and one big C.I. shed with pucca sanitary privy standing thereon and more fully described in the schedule there under written.

AND WHEREAS thus the said Badri Prasad Agarwal, became absolutely-seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** land being amalgamated plot admeasuring 6 (Six) Cottahs 9 (Nine) Chittacks be the same little more or less comprised in R.S. Dag No. 283 [0769 satak equivalent to 4 Cottahs 12 Chittacks], R.S. Dag No. 282 [measuring .0030 decimal equivalent to 3(Three) Chittacks], R.S. Dag No. 285 [measuring .0264 equivalent to 1(One) Cottah 10 (Ten) Chittacks] appertaining to respective R.S. Khatian 12 and R.S. Khatian Nos. 646 to 657 in Mouza-Dakshindari, Re.Sa. No. 6, (G.D.I), J.L. No. 25, Pargana, Kolkata, Dihi Panchannagram, Division 2, Sub-Division 6, Touzi 1298/2833, Holding 97, within Police Station Dum Dum later Lake Town, Sub-

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Registry Cossipore Dum Dum, District 24-Parganas now after division of the District within North 24-Parganas together with dwelling house consisting of two pucca rooms and one big C.I. shed with pucca sanitary privy standing thereon, which was subsequently know and numbered as Municipal Holding No. 12, J. N. Sarkar Street, in the record of the South Dum Dum Municipality and the present Vendor duly mutated his name in respect of the said holding in the said South Dum Dum Municipality.

AND WHEREAS by a registered Deed of Conveyance dated 10th August, 2012, the said Badri Prasad Agarwal sold, transferred and conveyed to Sudip Bhadra **ALL THAT** the piece¹ and parcel of deficit land measuring 1 (One) Cottah 11 (Eleven) Chittacks and 05 (Five) Sq. Ft. together with Tile Shed Structure measuring 100 sq. ft. Super built up area more or less standing thereon being the demarcated portion of Muncipal Holding No.12, J.N. Sarar Street (Now Holding No.15, J.N. Sarkar Street), comprising in R.S. Dag No.283 [measuring 1 (one) cottah 3 (three) chtitacks 14 (fourteen) sq. ft.] R.S. Dag No.285 [measuring 4 (four) chittacks 36 (thirty six) sq. ft.] and R.S. Dag No.282 [measuring 3 (three) chittacks], appertaining to respective R.S. Khatian Nos. 646 to 657 in Mouza-Dakshindari, Re.Sa. No. 6, (G.D.1), J.L. No. 25, Pargana Kolkata, Dihi Panchannagram, Division 2, Sub-Division 6, Touzi 1298/2833, Holding 97, within Police Station Dum Dum later' Lake Town, Sub-Registry Cossipore Dum Dum, District 24-Parganas and the said Deed was registered at Additional Registrar of Assurances - II, Kolkata copied in Book in Book No.I, CD Volume No.39, Pages from 173 to 195, being no.10092 for the year 2012.

AND WHEREAS by a Bengali Kobala dated the 27th, day of September, 1976 and made between Noorjahan Begum, therein referred to as the Vendor of the one Part and Smt. Kalyani Sana, therein referred to as the Purchaser of the Other Part and registered with the District Registry Office at Alipore, 24-parganas in Book No. 1, Volume Ho,133, pages 127 Being No, 4946 for the year 1976, the said Noorjahan Begum for the consideration therein mentioned granted transferred conveyed assured and assigned unto and in favour of the said Smt. Kalyani Saha **ALL THAT** the piece and parcel of land measuring .0769 Satak local measurement about 4 cottahs 12 chittacks be the same a little more or less situated at and comprised in R.S Dag No. 283, R.S Khatian No. 12, Mouza-Dakshindari, R. S. No.5. J.I. No.25, within Police Station Dum Dum, 24-Parganas more fully and particularly described in the Schedule thereunder written and also shown and delineated in the Map or Plan thereto annexed.

AND WHEREAS, recorded owner and occupier Smt. Lakshmi Bibi of 12, J.N. Sarkar Street, Dakshindari, P.S. Dum Dum, District : 24-Parganas inherited the said property mentioned above from her father Sk. Khalil and being absolute owner and occupier of the said property sold the same with all the right, title and interest whatever to one Sk. Momin S/o. Late Sk. Ajmulla of 12, J.N. Sarkar Street, P.S. Dum Dum, District 24-Parganas, by a registered Sale Deed dated 8.4.1958 Bearing Book No. 1, Vol. No, 48, Pages 116 to 118, Being No. 2706 in the

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year 1958 within the Sub- Registry office Cossipore Dum Dum.

AND WHEREAS the said Purchaser Sk. Momin sold the said property with all interest to one Sk. Gazi Golam Rabbani s/o Late Gazi Dukhi of 12, J.N. Sarkar Street, P.S. Dum Dum, District 24-Parganas, by a registered Sale Deed dated 10.5.1962 bearing the Book No.I, Vol. No. 65, Pages No. 37 to 40 being No. 3970 in Cossipore Dum Dum Sub- Registry Office.

AND WHEREAS the said purchaser Sk. Gazi Golam Rabbani sold the said property with all interest to one Noorjahan Begum wife of Sayed Ahamed Patoary of 130A, Bagmari Road, within P.S. Manicktola, District 24-parganas, by a Registered Sale Deed bearing the Book No.1, Vol. No. 96, Page No. 214 to 218, Being No. 5058 in the year 1955 in the District Registry Office at Alipore.

AND WHEREAS the said Purchaser Noorjahan Begum sold the said Property with all the interests to the said Smt. Kalyani Saha.

AND WHEREAS by an another Bengali Kobala dated the 25th day of January, 1977 made between Annada Prasad Ghosh therein referred to as the Vendor of the One Part and the said Smt. Kalyani Saha therein referred to as the Purchaser of the Other Part and registered with the District Registry Office, Barasat, 24-Parganas in Book No.I, Vol. No.9, pages 36 to 46 being No. 264 for the year 1977 and the said Annada Prasad Ghosh for the consideration therein mentioned granted transferred conveyed assured and assigned unto and in favour of the said Smt. Kalyani Saha **ALL THAT** the piece and parcel of land measuring .0294 Satak local measurement about 1 Cotitah 13 Chittacks be the same a little more or less situate at and comprised in R.S. Dag Mo. 282 and 285 R.S- Khatian No. 646 to 657 Mouza- Dakshindari, R.S. No. 6, J. L. No. 25, P.S. Dum Dum, Dist. 24-Parganas more fully and particularly described in the Schedule thereunder Written.

AND WHEREAS the said Smt. Kalyani saha thereafter the purchasing of the said two plots of land, amalgamated the same into one Plot measuring 6 Cottahs 9 Chittacks (six Cottahs and nine Chittacks) be the same a little more or less and constructed two pucca roans and a big C.I Shed and a pucca sanitary privy standing thereon.

AND WHEREAS by an Indenture of Conveyance dated the 7th day of March,1980 and registered at the Office of the sub-Registrar, Cossipore Dum Dum in Book No.I, Volume No.64, pages 48 to 58, Being No.1734 for the year 1980, Badri Prasad Agarwal, the Vendor herein, for the consideration mentioned therein purchased from Smt. Kalyani Saha **ALL THAT** land being amalgamated two plots into one Plot (One plot measuring 4 Cottahs 12 Chittacks being Municipal Holding No. 12, J.N Sarkar Street, Premises No. 12 (Old), now 10, JN Sarkar Street, other plot measuring 1 cottah 13 Chittacks Municipal premises No.7(Old) Now 7/1, Ashutosh Ghosh Lane, both within the Municipal limits of South Dum Dum Municipality in the District of North 24-Parganas) altogether

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measuring 6 Cottahs 9 Chittacks be the same a little more or less surrounded by brick Wall with two pucca rooms, one big, C. I. shed and One pucca sanitary privy standing thereon more fully described in the Schedule thereunder written.

AND WHEREAS the said Badri Prasad Agarwal, the Vendor herein, is thus absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land being amalgamated two Plots into one Plot one Plot measuring 9 Chittacks (six Cottahs and nine Chittacks) be the same a little more or less and constructed two pucca rooms and a big C.I Shed and a pucca sanitary privy standing thereon.

AND WHEREAS by an Indenture of Conveyance dated the 7th day of March 1980 and registered at the Office of the Sub- Registrar, Cossipore Dum Dum in Book No.I, Volume No. 64, pages 48 to 58, Being No- 1734 for the year 1980, Badri Prasad Agarwal, the vendor herein, for the consideration mentioned therein purchased from Smt. Kalyani Sana **ALL THAT** land being amalgamated two plots into one Plot (One plot measuring 4 Cottahs 12 Chittacks being Municipal Holding No. 12, J. N, Sarkar Street, Premises No. 12 (Old), now 10, J.N. Sarkar Street, other plot measuring 1 cottah 13 Chittacks Municipal premises No. 7 (Old) Now 7/1, Ashutosh Ghosh Lane, both within the Municipal limits of South Dura Dum Municipality in the District of North 24-Parganas) altogether measuring 6 Cottahs 9 Chittacks be the same a little more or less surrounded by brick wall with two pucca rooms, one big, C. I. shed and One pucca sanitary privy standing thereon more fully described in the Schedule thereunder written.

AND WHEREAS the said Badri Prasad Agarwal the Vendor herein, is thus absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece and parcel of land being amalgamated two Plots into one Plot 1 One Plot measuring 4 Cottahs 12 Chittacks being Municipal Holding No.12, J.N. Sarkar Street, other plot measuring 1 Cottah 13 Chittacks Municipal premises No.7(old) Now 7/1, Ashutosh Ghosh Lane, both within the Municipal Limits of the South Dum Dum Municipality in the District of North 24- Parganas altogether measuring 6 Cottahs 9 Chittacks be the same a little more or less surrounded by brick wall with two pucca room, one big C.I. Shed and One privy standing thereon and hereinafter referred to as the "SAID PREMISES".

AND WHEREAS the said premises was subsequently numbered as Holding No.12, J.N. Sarkar Street upon amalgamation and the same was mutated in favour of the said Badri Prasad Agarwal being the vendor herein by the South Dum Dum Municipality.

AND WHEREAS upon actual physical measurement it appears that the area of the said premises is 4 Cottahs 13 Chittacks and 40 sq.ft. be the same a little more or less instead of 6 Cottahs and 9 Chittacks.

AND WHEREAS by a registered Deed of Conveyance dated 27th July, 1998, the said Badri Prasad Agarwal sold, transferred and conveyed to Sudip Bhadra **ALL THAT** 4 cottahs 13 chittacks 40 sq. ft. be the same a little more or less as found upon by actual measurement surrounded by brick wall together with two pucca

rooms, one C.I. shed and one pucca sanitary privy standing thereon situate lying at and being the Municipal Holding No.12, J.N. Sarkar Street, within the South Dum Dum Municipality, Mouza - Dakshindari, Dag No.285, 282 and Dag No.283, Khatian No.12 and 646 to659, within Police Station formerly Dum Dum now Lake Town, Sub-Registry Office - Cossipore, Dum dum in the District of North 24-Parganas and the said Deed was registered at Additional District Sub-Registrar at Bidhannagar (Salt Lake), copied in Book No.I, Volume No.169, Pages no.70 to 188, being No.02970 for the year 2003.

AND WHEREAS by virtue of the two registered Deeds dated 10th August, 2012 and 27th July, 1998, the said Sudip Bhadra became the absolute owner of aforesaid two plot of lands and amalgamated the said plots of land into one land into the records of South Dum Dum Municipality and said the Premises No. renumbered as 15, J.N. Sarkar Street, Kolkata - 700048.

AND WHEREAS the Purchaser having interested to acquire and purchase a self contained independent flat in the said building duly inspected all the title deeds and documents of the Vendor relating to the Said Property and the Developer's Authority and right therein and the sanctioned building plan and has satisfied himself with regard thereto and also of areas, dimensions, measurements, specifications and other details whatsoever concerning the said building and the flats thereat.

AND WHEREAS the Purchaser approached the Developer and expressed his willingness to purchase a self contained independent Flat on the **2nd floor , Block - B, Flat No. H**, of the Said Premises measuring **1006 square feet** more of less along with a car parking space covered in the ground floor including super built up area, fully mentioned in the Second Schedule hereunder written and hereinafter referred to as the '**Said Flat**' together with undivided proportionate impartible share or interest in the land underneath the said building fully mentioned in the First Schedule hereunder written with all easement rights over all the common areas and common portions in the said building and premises.

AND WHEREAS the Developer after giving due consideration to the proposal of the Purchaser agreed to sell the said self contained independent Flat on the **Block -B, 2nd floor** of the 'Said Premises' measuring **1006 square feet** more of less along with a car parking space covered in the ground floor including super built up area along with undivided proportionate importable share or interest in the land underneath the said building including all easement right over all the common parts and common portions in the said premises for a sum of Rs. **36,18,000/-** (Thirty six Lakhs Eighteen Thousand) only.

NOW THIS AGREEMENT WITNESSETH AS UNDER :

1. The Developer has agreed to sell and the Purchasers have agreed to purchase, free from all encumbrances, charges liens etc. the said self contained independent Flat on the **Block - B, 2nd floor** of the 'Said Premises' measuring **1006 Square feet** more of less along with a car

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parking space covered in the ground floor including super built area Together with undivided proportionate importable share or interest in the land beneath the said building and the right to use the common areas and facilities etc. of the proposed building now being constructed on the said property, more fully mentioned in the Second Schedule hereunder written at and for a sum of Rs. **36,18,000/-**(Thirty six Lakhs Eighteen Thousand only) only apart from this the Purchaser will also pay the Service Taxes and other taxes, if any at the time of Registration of the Deed of Conveyance or earlier.

2. That out of the said total consideration of Rs. 36,18,000/- (Thirty six Lakhs Eighteen Thousand only) only paid by the Purchasers have on before the execution of this deed agreement paid to the Developer a sum of Rs. 7,20,000/- (Seven Lakhs twenty thousand) only as and by way of earnest money in part of the total consideration, which constitute the consideration of his agreement and the Developer doth hereby admit and acknowledge the receipt of the said sum, morefully mentioned in the memo of consideration, rendering any earlier money receipt of the said sum or part of it invalid and ineffective. The balance sum of the Sale consideration amounting to Rs.28,98,000/- (Twenty eight lakhs ninety eight thousand) only shall be paid by the Purchasers strictly as per the Fourth Schedule written hereunder and which the Purchasers undertakes to pay punctually and without fail within one month from the signing of this Agreement and the deed should be executed within one month positively.
3. That the Developer at the time of execution of agreement has handed over all the photocopy of documents relating to the Title of the Landowner/Vendor in respect of the said Premises, the Agreement between the Landowner and the Developer hereof, the Registered General Power of Attorney in the name of Shantanu Kumar Sur, Nantu Saha, Nimai Dutta and Dilip Dutta, the sanctioned building plan of the South Dum Dum Municipal Corporation and all other related papers and documents and the purchasers shall have the liberty to inspect, search and verify all papers relating to title to ascertain the title of the Vendor over the property and if any defect in title is found from any corner whatsoever the Purchasers will be at liberty to get the agreement cancelled and shall be entitled for the refund of the entire earnest money paid till that date with all legal expenses.
4. In the event the Purchasers fails to make timely payment and/or neglects to perform any of the covenants mentioned in this Agreement, this Agreement shall stand cancelled and/or rescinded at the option of the Developer and the Developer shall refund the amount paid by the Purchasers after deducting 10% of the amount received from the purchaser or Rs.25,000/- (Rupees Twenty Five Thousand) only, whichever is higher within 45 (forty five) days from the date of notice of termination and the Developer shall have the right to deal with and/or dispose of the said unit/flat in any manner whatsoever without any obstruction or hindrance from the Purchasers. And upon such cancellation of the agreement the Purchasers shall have no right or vestige of interest in connection with/out

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of the said agreement and further shall have no right to take any legal action against the Developer in connection therewith. In the event the Developer condones the cancellation of this Agreement due to delay in payment, the purchasers shall be liable to pay interest @1 ½% per month to be compounded monthly on the amount due, from the date it becomes due till the date of actual payment. However, it is made absolutely clear that right of condo nation is exclusively vested in the Developer.

5. The Purchasers have prior to the execution of this Agreement taken inspection of the sanctioned Building Plan in respect of the proposed building and all other relevant documents on title to the said property and has satisfied himself and has accepted the title of the Developer and the Owner in respect of the said property and/or the proposed Building thereat and agrees not to question the same and/or put any requisition henceforth with regard thereto.
6. The Developer shall at all times be entitled to lawfully make such variations and/or modifications in the plans, specifications, elevations, designs and lay out of the said building or portions thereof as may be deemed necessary or may be required to be done and to which the Purchasers shall not be entitled to raise any objection or question whatsoever.
7. That it has been specifically represented by the Landowner/ Developer hereto that the right, title and interest of the Landowner/Developer in respect of the said flat is free from all encumbrances, charges, liens, lispendens, attachments and acquisition or requisition of whatsoever nature it may be.
8. The Landowner state that, the sale of undivided impartible proportionate share of land underneath the building and attributable to the said Flat is also free from all encumbrances but subject to the other provisions, hereof.
9. That the Developer hereto during the subsistence of the present Agreement for Sale shall not sell out, transfer, assign, mortgage or alienate the said flat or any part or portion thereof by transferring the right, title interest or possession of the Developer relating to the same in any manner whatsoever in favour of any Third Party save and except the Purchasers hereof.
10. That the Purchasers on purchasing the flat shall be entitled to sell, mortgage, lease or otherwise alienate the Said Flat, subject to the terms and conditions of this agreement and the final deed of conveyance, without the consent of the other co-owners of the Said Premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchasers. It is also agreed that the Purchasers shall acquire full right, title and interest in the Said Flat hereby intended to be sold them on the basis of the execution and registration of deed of conveyance of the said Flat.

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11. Be it clarified that under no circumstances the Developer shall be liable / bound to handover possession and cause registration of the Said Flat to the Purchasers (until all payment required to be made hereunder by the Purchasers have been made to the Developer).
12. That the Developer hereto categorically undertakes that upon tendering of the balance consideration price for the said Flat by the Purchasers hereof to the Developer, the Developer shall cause to make, execute and register in favour of the Purchasers proper Deed of Conveyance relating to the sale of the said fiat at the cost of the Purchasers and simultaneously therewith deliver to the Purchasers the vacant and peaceful possession of the said flat in an un-encumbered manner.
13. The Developer shall upon delivery of possession and/or registration of the flats and units cause the co-owners of the building to form an Association for the management of the building/Premises for common purpose and the Purchasers shall be a member of the same and shall bear and pay the proportionate share of the costs of formation and the recurring expenses of the Association.
14. As long as the Said Flat in the said building is not separately assessed for municipal taxes, building taxes, Urban Land taxes and other taxes / charges, which may hereafter be payable, the Purchasers shall pay proportionate share of water and electricity charges and municipal taxes and other statutory taxes as assessed on the whole building to the Developer and on its formation to the Association as mentioned above. Once the flat is separately assessed the Purchasers shall be liable directly to the authority / department concerned for such payment of the rates and taxes. The Developer and upon its formation the Association would reserve the right to take any legal action against the Purchasers to realize the sum due on his account for the monthly cost of maintenances and the proportionate municipal taxes etc.
15. Once possession of the Said Flat is handed over, by the Developer to the Purchasers, the Purchases shall not be entitled to make any objection as regards the quality of workmanship or the materials used for construction of the Said Flat and the building or any other matter in connection thereto nor anything with regard to the said flat nor shall she make any claim in this behalf. It is hereby expressly agreed that the decision of the Architect of the Developer as regard to above i.e. materials, elevation, specification, revision and deviation shall be final, conclusive and binding on the Purchasers.
16. The Advocate appointed for the project will draft and prepare the Deed of Conveyance of the said Flat and conduct the Registration process of the same and the Purchasers shall bear the cost of the entire registration process.
17. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Said Flat or the

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building or any part thereof and the Purchasers shall have no right nor be entitled to let, encumber or assign the Said Flat physically or anywise until the entire consideration amount and other due amount are paid and the registration of the deed of conveyance is done.

18. The Purchasers shall have no right of demolishing his flat nor seek partition of the common areas and facilities or the land of the Premises.
19. That from the date of delivery of possession and registration of the Said Flat the Purchasers further doth hereby covenant with Developer as follows: -
 - a) The Purchasers shall not for any reason whatsoever obstruct or raise any objection to or put up claims of any nature whatsoever to the Developer in effecting transfer of the remaining share in the land and / or the other portions of the building / proposed building and / or parts or any flats / units thereof to any other person or persons nor obstruct to construct further storey thereupon for sale and / or to occupy it from time to time.
 - b) The Purchasers shall allow the Developer / Association and its workmen to enter into the flat for carrying out the works required for the common purpose on receipt of prior notice in this regard.
 - c) The Purchasers shall pay the proportionate share of the common expenses regularly and punctually i.e. all outgoings including cost of maintenance and the rates and taxes for the land and the Building and of the Said Flat until it is assessed separately.
 - c1) That the purchaser shall bound to pay the extra work costs, done by the developer in the said flat morefully and particularly described in the Seventh Schedule hereunder written.
 - d) Shall not store in the Said Flat any goods or materials which are of hazardous, obnoxious, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which is unlawful and in case any damage is caused to the building or the flats situated therein due to negligence or default of the Purchasers, the Purchasers shall be liable for the consequence of breach of any such default.
 - e) To carry out at the Purchasers cost all internal repairs to the Said Flat but shall not do or cause to be done anything in or to the building in which the flat is situated or the flat itself.
 - f) Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Said Flat or any part thereof or to the building, nor any alteration in the elevation and outside colour scheme of the building / flat rather shall keep the common portions, sewers, drains, pipes in the building and

appurtenances thereto and the flat itself in good repair condition and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC or other structural members in the flat or any portion of the building causing danger to the existing structure of the building whereon the flat is situated. The Purchasers shall however be entitled to repair and change the doors, windows and grills when the same become old and broken and can also fix A.C. machine, personal service amenities etc. in the Said Flat without disturbing the co-owners.

- g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Flat in the compound or any portion of the said building in which the flat is situated. Nor shall cause any nuisance or annoyance to the Co-Purchaser and / or occupants of the said building nor to do anything whereby the other co-purchaser are obstructed or prevented from enjoyment of the common portions and areas and her respective flats.
- h) Any delay or indulgence or forbearance on the part of the Developer in enforcing the terms of this agreement or giving of time / grace or relaxation to: the Purchasers by the Developer shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions herein stipulated nor shall the same in any manner prejudice the; rights of the Developer in enforcing any of its rights or claim arising out of any such breach.
- i) The Purchasers will apply for her separate electric meter and bear the: entire cost thereof. The meter would be installed in the common electric meter Space of the Premises.
- j) Any notice required to be given by the Developer to the Purchasers shall without prejudice to any mode of service available be deemed to have been served on the Purchasers send to them at the address given in this agreement by Regd. Post with A/D and vice versa.
- k) The Purchasers shall use the said Flat for residential purpose only and in no case shall use the same as nursing home, public guest house, center of public worship or assembly, boarding house or a commercial place or harbour therein any criminal or terrorists.

20. That all the occupiers/owners of the flats shall enjoy the roof in common and have the right to install TV antenna, dry cloths and maintain the overhead water tank.

21. The Court having jurisdiction will have due authority to try and determine any dispute / differences between the parties hereof out of the terms of the present Agreement.

FIRST SCHEDULE
(Description of entire existing property)

ALL THAT piece and parcel of land admeasuring 13 (Thirteen) cottah 01 (one) chittack 40 (forty) Sq. Ft, more or less, lying and situated at Holding No. 12(Old), 15(New) 3. N. Sarkar Street, Kolkata - 700048, at Mouza Dakshindari, J.L. No. 25, comprises in R.S. Dag Nos. Part of 281 & 282, 283, 285 recorded in R.S. Khatian No. 646, 657, and 731, P.S. Lake Town, Holding No. 15(New), Within the Municipal limits of Ward No. 32 of South Dumdum Municipality, District North 24 Parganas, delineated on the Plan annexed hereto and bordered in colour Red thereon and butted and bounded as follows: -

- ON THE NORTH** : Premises no. 11/1/2, 3.N. Sarkar Street, Kolkata 700048.
- ON THE EAST** : Municipal Road (J.N. Sarkar Street).
- ON THE WEST** : 8 Feet Common Passage.
- ON THE SOUTH** : 8 Feet Common Passage.

SECOND SCHEDULE
(Description of the Flat)

ALL THAT a self contained residential independent Flat on the H, 2ND Floor, of the schedule 'A' property said building at the said Premises measuring 1006 sq. ft. more or less including super built up area, comprising of 3 Bed Rooms, 1 Dining cum Drawing Room, 1 Open Kitchen, 2 Bath cum Privy and Balcony together with undivided proportionate impartible share and interest in the land beneath the building together with the right to use the common parts and portions and together with all easement rights.

THIRD SCHEDULE
(Specification of construction)

1. All outer walls should be 8 / 5" thick.
2. All inner walls should be 5" / 3" thick (as per sanctioned plan).
3. Internal walls and ceilings will be finished by sand cement plaster finished with plaster of Paris. External walls will be finished with water-proof cement based paint.
4. Flooring and skirting (4" height) should be finished with standard type of marble.

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5. Kitchen should have black stone cooking slab and one number black stone sink and 2' height glazed tiles over cooking slab, kitchen should have two tap points (one for sink and other under the sink).
6. Flush doors fitted with tower bolt and handles on both sides. Main doors shall have peephole and one has bolt from outside. Door frames shall be of Sal wood).
7. All windows will be provided Aluminum shutter fitted with glass fitted with standard fittings Iron grills will be provided on the out side of the widows for protection.
8. Toilet / W. C. should have ISI marked "commode with lowdown cistern. Toilet should have concealed P.V.C. line. Two tap point and one shower point and other fittings which are necessary.
9. Electrical works should be concealed. In the bed rooms should have two light points, one fan point, one 5 amp plug point. Dining should have two light points, one fan point, one 15 amp plug point, toilet should have one light point one geyser point. One exhaust fan point and kitchen should have one light point and one exhaust fan point. One calling bell point, one point for fridge shall be provided. Each flat shall have provisions for cable TV. All the electric wiring should be concealed and with appropriate copper wire bearing ISI certificate.
10. Dining halls will be provided one washbasin with standard fittings.
11. Round the clock water supply will be provided by installing water pump and Overhead water tank.
12. Sanitary works and fittings and fixtures should be installed by PVC pipes with, appropriate materials.

Special and extra fittings / finish / works will be provided as per owners choice at an extra cost.

FOURTH SCHEDULE LE
(Mode of payment of consideration)

Total consideration of the said flat along with a car parking space covered in the ground floor is Rs. 36,18,000/- (Thirty six Lakhs Eighteen Thousand) only and the said consideration is payable in the following manner:-

1. Rs.7,20,000/- (Seven Lakhs twenty thousand) only paid by the Purchasers to the Developer as earnest money at the time of signing of this agreement for sale.

	On or before	Instalment of payment (in percentile)
a)	On or before the execution of this agreement	20% of Agreed consideration
b)	On or before the piling work of building	10% of Agreed consideration
C)	On or before the completion of Foundation work of building	10% of Agreed consideration
d)	On or before the completion of casting of the 1 st Roof	10% of Agreed consideration
e)	On or before the completion of casting of the 2 nd Roof	10% of Agreed consideration
f)	On or before the completion of casting of the 4 th Floor Roof	10% of Agreed consideration
g)	On or before the completion of the Brick work of the unit	10% of Agreed consideration
h)	On before completion of the flooring of the unit	10% of Agreed consideration
i)	On or before handing over possession of the unit	10% of Agreed consideration
j)	Additional cost and/or Extra charges to be paid, as demanded, on or before handing over possession of the unit.	

During construction if any loan taken by purchaser and paid by bank to developer during construction as deferred payment then interest of the loan amount paid by the developer till procession or registration whichever is earlier .

FIFTH SCHEDULE
(Common Areas and Facilities)

1. Stairs, stair cases, landings, paths, entrance ways, top roof, terrace, parapet walls, corridors, boundary walls, gates etc.
2. The main R.C.C. structures and foundations, beams, columns, main walls, girders, supports etc.
3. Under ground water reservoir, overhead water tank, motor/pump, common electrical installations for lighting the common areas and the common electric meters, side and back spaces, common meter space etc.
4. Sewerages, plumbing, common water pipes/lines, gutters, drains, septic tanks etc.

SIXTH SCHEDULE
(Cost of maintenance)

1. Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters fresh rain water pipe drains sewerage and water storage tanks and electric wires, motors, and other appliances, and

passages in or under or upon the building and enjoyed or used by the Purchasers in common with other occupiers of the building and the main entrances passages landing staircase of building enjoyed by the Purchasers or used by him in common and the boundary walls of the building, compound terrace etc.

2. Cost of clearing and lighting the passages, landing, staircases and other parts of the building as enjoyed used by Purchasers in common as aforesaid.
3. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.
4. All charges and deposits for suppliers of common utilities.
5. All other expenses and outgoings as are described or fixed by the Developer or the Association to be necessary or incidental for the regulating interest and/or the rights of the Purchasers and occupiers including the Developer and the owners of co-owners.

SEVENTH SCHEDULE
(Other charge for extra work)

- i) Electric connection main Rs.20,000/- per flat extra.
- ii) A.C. Point Rs.7,000/- payable for extra point.
- iii) Geyser Point - Rs.5,000/- payable for extra point.
- iv) For Modular Electric Switch - Rs.5,000/- payable for each flat.
- v) Extra Tiles - Rs.5,000/- payable for each place.
- vi) Loft - One loft in the bathroom is free but Rs.10,000/- will be charged for extra loft.
- vii) Collapsible Gate - Extra Rs.10,000/- in the Main Door.
- viii) Box Grill - Extra Charges for each flat.
- ix) Water Filter Charges - Rs.10,000/- for each Flat.

IN WITNESS WHEREOF the parties hereto executed this Agreement the day, month and the year first above written.

WITNESSES:

1.

Signature of the Vendor

2.

Signature of the Developer

Signature of the Purchaser

Drafted & Prepared by :

Suparna Saha
Advocate

City Civil Court at Calcutta

2 & 3 K.S. Roy Road,

Kolkata - 700001.

MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned earnest money of Rs. /- (Rupees) only in the following manner :-

Cheque No.	Date	Bank	Branch	Amount/Rs.
				Rs.
TOTAL =				<u>Rs.</u>

(Rupees) only.

WITNESSES :

1.

Signature of the Developer

2.

