



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

03AC 513381

AGREEMENT FOR SALE

THIS AGREEMENT made this 28th day of February, Two Thousand and Twenty Five (2025 A.D.) **BETWEEN SMT. RAMA SHANKAR ROY ALIAS ROMA ROY**, daughter of Late Shankar Prasad Roy alias Shankar Bijyoy Krishana Roy having PAN NO. ERSR1094G and Aadhaar No. 6899 4156 5116 by faith: Hindu, by Occupation: Household work, by Nationality: Indian residing at Room No.6, Jillanj Building, 1st Floor, Rambaug Lane, No.6, Kalyan West, P.O. & P.S.-Kalyan West, Thane, Maharashtra-421301 represented by her nominated and constituted Attorney namely **SRI KHOKON SARDAR**, son of Atul Chandra Sardar, by faith: Hindu, by Occupation: Business residing at 160C, Kankulia Road, P.O.-Sarat Bose Road, P.S.-Rabindra Sarovar, Kolkata-700029, the sole proprietor of RENUKA CONSTRUCTION having its registered office at 27, Kankulia Road, P.O.-Sarat Bose Road, P.S.-Rabindra Sarovar, Kolkata-700029; hereinafter referred to as the "**VENDOR/ LAND OWNER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean

Swarnalata Nasikar

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and their respective her, executors, Administrators, Legal representatives, successor/s-in-interest and/or assigns) of the **FIRST PART**

AND

SWARNALATA NASKAR, daughter of Murari Mohan Haldar and wife of Hrishikesh Naskar having PAN No. AHYPN9283B and Aadhaar No.3459 7198 6836 by faith: Hindu, by occupation: Service, by Nationality: Indian residing at Gorkhara, Arabinda Nagar, Sonarpur, P.S.-Sonarpur, Kolkata-700150, District-South 24 Parganas hereinafter referred to as the **"PURCHASER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators and/or legal representatives) of the **SECOND PART**.

AND

RENUKA CONSTRUCTION, a proprietorship Firm having its registered office at 27, Kankulia Road, P.O.-Sarat Bose Road, P.S.-Rabindra Sarobar, Kolkata-700029 **being represented by its sole proprietor namely , SRI KHOKON SARDAR**, son of Atul Chandra Sardar, by faith-Hindu, by Occupation: Business residing at 160C, Kankulia Road, P.O.-Sarat Bose Road, P.S.-Rabindra Sarovar, Kolkata-700029 hereinafter 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 his heirs, executors, administrators and/or legal representatives) of the **SECOND PART**.

WHEREAS:

- A. By virtue of registered Deed of Bengali Kobala duly registered on 28th Jaistha, 1313 in the office at Alipore Sadar, 24 Parganas (South) and was recorded in Book No.1, Volume no.13, Pages from 220 to 221, Being No.1691 for the year 1906 one Jadu Nath Roy, son of Late Brajomon Roy since deceased purchased ALL THAT piece and

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parcel of land measuring more or less 1.5 Bighas Comprised at Mouza-Dhakuria, Pargana-Khaspur, J.L No.18, R.S.No.5, Touji No.230,233, Dag No.650,Khatian no.672 under the then Tollygunge Municipality being Holding No.217 from the then Owner Sri Baidyanath Roy Choudhury, son of Late Guru Das RoyChoudhury.

- B. After purchase of the aforesaid Land, Sri Jadu Nath Roy during his life time sold, conveyed and transferred a moajor portion of the land and thereafter he retained the land measuring more or less 6 cottahs.
- C. The said Jadu Nath Roy died inestate leaving behind him, his only son namely Bishnupada Roy as his only legal heir and successor who inherited the said property left by his father.
- D. Being seized and possessed and well sufficiently entitled to the right, title and interest of the said land mutated his name before the Assessment Register of the Kolkata Municipal Corporation being known as Premises No.159, Sarat Ghosh Garden Road, Kolkata-700031.
- E. Thereafter, the said Bishnupada Roy also died intestate on 09-11-1949 leaving behind him his only cousin brother Sri Shankar Prasad Roy as his only legal heir and successor who inherited the said property and became the absolute owner left by Bishnupada Roy.
- F. Thereafter the said Shankar Prasad Roy mutated his name in the Assessment Register of the kolkata Municipal Corporation being Premises No.159, Sarat Ghosh Garden Road, Kolkata-700031.
- G. The said Shankar Prasad Roy died intestate on 20-07-1993 leaving behind him, his only son Sri Somnath Shankar Roy alias Somnath Roy and only daughter Rama Shankar Roy alias Roma Roy as his only legal heirs and successors who jintly inherited the said property left by their father each having undivided $\frac{1}{2}$ share in the said property.

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- H. Thereafter, the said Sri Somnath Shankar Roy alias Somnath Roy and Rama Shankar Roy alias Roma Roy while jointly seized and possessed the said property as joint owners, they jointly mutated their names in the Assessment Register of the Kolkata Municipal Corporation being known as KMC Premises No.159, Sarat Ghosh Garden Road, P.O.-Dhakuria, P.S.-Garfa, Kolkata-700031 under ward No.092 being Assessee No.21-092-21-0059-7 and the physical measurement of the land is now more or less 5 Cottahs 14 Chittacks.
- I. Thereafter, the said Somnath Shankar Roy alias Somnath Roy also died intestate on 06-02-2020 as bachelor leaving behind him his only sister Rama Shankar Roy, the present owner herein as his only legal heir and successor who inherited the said property left by her brother.
- J. Thus by way of inheritance the present owner herein namely Smt. Rama Shankar Roy alias Roma Roy has become the absolute owner of the said Land measuring more or less 5 Cottahs 14 Chittacks together with one asbestos shaded structure standing thereon Comprised at Mouza-Dhakuria, Pargana-Khaspur, J.L No.18, R.S.No.5, Touji No.230,233, Dag No.650, Khatian no.672 under the then Tollygunge Municipality being Holding No.217, at present within the limits of the Kolkata Municipal Corporation Premises No.159, Sarat Ghosh Garden Road, P.O.-Dhakuaria, P.S.-Garfa, Kolkata-700031, being Assessee No.21-092-21-0059-7.
- K. That the present Land Owner namely Smt. Rama Shankar Roy alias Roma Roy was desirous to construct a multi storied building by demolishing the old structure at the said Municipal Premises being 159, Sarat Ghosh Garden Road, P.O.-Dhakuaria, P.S.-Garfa, Kolkata-700031, therefore she had appointed a reputed Developer namely **RENUKA CONSTRUCTION**, a proprietorship Firm having its registered office at 27, Kankulia Road, P.O.-Sarat Bose Road, P.S.-Rabindra Sarobar, Kolkata-700029 being represented by its sole proprietor namely, **SRI KHOKON SARDAR**, son of Atul Chandra Sardar, by faith-Hindu, by Occupation: Business residing at 160C, Kankulia

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Road, P.O.-Sarat Bose Road, P.S.- Rabindra Sarovar, Kolkata-700029 who was having sufficient capacity and experience of such development purpose and entered into the Development Agreement for Construction cum Power of Attorney with the developer herein on 31-10-2020 with the terms and conditions incorporated therein which was registered before District Sub Registrar-II at Alipore, 24 Parganas (Suth) and recorded in Book No.1, Volume No.1602-2021, pages from 29847 to 29899, being No.160200306 for the year 2021.

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- L. The Developer with its own costs and initiatives and in respect of the Development Agreement have constructed a two storied building with different residential flats/apartments vide the Sanctioned Building plan 2022100245 dated 02-03-2023.
- M. The Purchaser herein has approached to the Developer to purchase a residential flat at the new building at 159, Sarat Ghosh Garden Road , P.O.-Dhakuaria, P.S.-Garfa, Kolkata-700031 with the agreed consideration amount. Being satisfied with the proposal given by the Purchaser the Developer herein agreed to sale the Flat No.E on the first floor , north-eastern side of the new building measuring about 700 sq.ft. super built up area equivalent to 551 sq.ft carpet area under Developer's allocation herein after and hereunder referred to **"The said Property"**
- N. Being seized and possessed of **"The said Property"** by holding absolute authority to sell the VENDORS herein have agreed to sale, transfer and convey the said property in favour of the PURCHASER herein with agreed consideration amount of Rs. 30,00,000/- (Rupees Thirty Lakh only) as mentioned in the Second Schedule hereunder and declare that:-
1. The Vendor is the absolute owners of the said land and no one else has any right, title and interest over the same
 2. There are no suits, litigations Civil or any other proceedings pending as against the VENDOR personally affecting the said property.
 3. There are no attachments or prohibitory orders as against or affecting the said property.

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4. There are no charges and the said property is not the subject matter to any lispendens or easements or attachments either

5. The VENDOR has not received any notice either from the Government, Semi Government or Municipal Corporation or Statutory Authorities regarding any of the proceedings in respect of the said property.

6. The Developer has not entered into any agreement for sale and or lease or tenancy with any one else and the said property is not the subject matter of any Court case, attachment, lien, mortgage, acquisition, requisition etc and the same is free from all sorts of encumbrances.

O. Now, the VENDORS declare that the title of the said property is free from all kinds of encumbrances and it is marketable to sell the said property mentioned in the Second Schedule below and the PURCHASER being informed the same agreed to purchase the said property mentioned herein above and approached the Vendor for the same.

P. The VENDORS herein upon being requested and being called upon by the PURCHASER has agreed voluntarily for sale of the aforesaid property by executing this Agreement for sale at or for the agreed consideration money and on the terms, covenants, stipulations and conditions hereinafter appearing;

NOW THIS AGREEMENT WITNESSETH as follows:-

1. That the PURCHASER shall pay the total consideration of the "said property" as mentioned herein above and in the Second Schedule hereunder a consolidated sum of Rs. 30,00,000/- (Rupees Thirty Lakh only) as cost or value of the Second schedule mentioned property.

2. It is hereby agreed by and between the Parties that Rs.15,00,000/- (Rupees Fifteen Lakh only) of the consideration amount shall be paid on the date of Agreement for Sale (by signing both the Parties herein) by the Purchaser to the Developer to book the said property being 2 BHK Flat No.E on the first floor , north-eastern side of the new building measuring about 700 sq.ft. super built up area equivalent to 551 sq.ft carpet area under Developer's allocation which shall be treated as booking money/ Advance money to book the said property in favour of the Purchaser and/or the part payment

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which shall be adjusted with the said total consideration of Rs.30,00,000/- (Rupees Thirty Lakh only) the said property amounting to Rs. fixed by the Parties as total cost or value of the said property hereby to be sold to the Purchasers by the Vendors.

3. It is also hereby agreed by and between the parties herein that the balance amount shall be paid by the purchasers to the Vendor mentioned herein above in the following manner:-

(a) Rs.15,00,000/- (Rupees Fifteen Lakh Only) be paid within the stipulated period of 60 (sixty) days since the date of signing of this Agreement by both the parties herein.

4. It is hereby agreed by and between the Parties herein that the Purchaser shall within the period of sixty days since after the signing of this Agreement and/or after the full and final payment of the cost or value of the Second scheduled property whichever be earlier shall register the said property in favour of herself. In that circumstances, the VENDORS shall be bound to register the same in favour of the PURCHASER after full satisfaction of receiving the said cost or value of the property from PURCHASER herein amounting to Rs.30,00,000/- (Rupees Thirty Lakh only). The VENDORS herein confirm that the said property is having clear title and free from all kind of encumbrances.

5. It is hereby agreed by and between the parties herein that since the Purchaser at the time of signing this Agreement for Sale is paying Rs.15 00,000/- (Rupees Fifteen Lakh only) i.e. Fifty percent of total consideration amount of " the said property", therefore the Developer herein is handing over the khass possession of the said property being Flat no E on the first floor at KMC premises No.159, Sarat Ghosh Garden Road, P.S. Garfa, Kolkata-700031 to the Purchaser and also keys of the flat.

6. It is hereby agreed by and between the Parties that prior to the date of transfer of the said property in favour of the PURCHASER herein, the VENDORS have to pay all the Municipal Tax, cesses or any other liability to Kolkata Municipal Corporation as the

case may be and after such transfer along with possession the PURCHASER herein shall pay all the municipal tax, cesses or any other liability to the concerned Authority or body corporate as the case may be.

It is hereby agreed by and between the Parties that after sale and transfer of the said property the VENDORS shall be bound to assist and do such actions as also provide necessary documents to the PURCHASERS herein for the purpose of mutation and to give effect to meaningful implementation of the objective of this agreement so as to perfect the transfer of ownership of the said property in favour of the PURCHASER as and when required.

8. It is hereby agreed by and between the parties that the VENDORS have indemnified the Purchasers so that under any circumstances if the VENDORS fail or neglect to perform their part according to this agreement, the purchasers herein shall be compensated or specifically performed under Specific Relief Act, 1963 for any loss or damages or shall have liberty to file suit against the VENDORS herein before the appropriate forum. In that circumstances the VENDORS shall have liberty to refund the booking amount of Rs.15,00,000/- to the PURCHASER on the next day of completion of the said stipulated time period of sixty days with penalty @ 5% of Rs.15,00,000/- i.e. Rs.75,000/- (Rupees Seventy Five Thousand only) to prevent any case proceedings to be initiated by the PURCHASER.

9. It is hereby agreed by and between the parties herein that if the purchaser fails to pay full consideration amount as mentioned herein above to the Developer within the said stipulated time of sixty days then the Vendors shall have liberty to cancel this agreement and sell the said property to any third party after refunding the amount given to the Developer till then by the purchaser by deducting straight way @ 5% of Rs.15,00,000/- (booking amount) i.e. Rs.75,000/- (Rupees seventy five Thousand only) to be considered as penalty on the next day of the completion period (sixty days) of this Agreement.

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Proprietor

Swarnalata Nayak

FIRST SCHEDULE ABOVE REFERRED TO :**(Description of Premises)**

Swaralata Nayak

ALL THAT piece and parcel of Land measuring about 5 (five) Cottahs 14 (fourteen) Chittacks together with a two storied newly constructed building at Mouza-Dhakuria, Pargana-Khaspur, J.L No.18, R.S.No.5, Touji No.230,233. Dag No.650,Khatian no.672 under the then Tollygunge Municipality being Holding No.217, at present within the limits of the Kolkata Municipal Corporation Premises No.159, Sarat Ghosh Garden Road , P.O.-Dhakuria, P.S.-Garfa, Kolkata-700031 under KMC Ward No.092, being Assessee No.21-092-21-0059-7 butted and bounded by:

ON the North: G+3 storied Building,

ON the South: Land and Building of Mr. Dilip Roy and Mr. K. Chakraborty,

ON the East: Partly 8 ft wide K.M.C Road and partly 3 storied Building,

ON the West: 3 Storied Building.

THE SECOND SCHEDULE ABOVE REFERRED TO :**(Description of the said property being Flat/ Apartment)**

ALL THAT 2BHK flat / apartment being numbered "E" on the first floor, north-eastern side of the newly constructed two storied building measuring about 700 sq.ft. super built up area equivalent to 551 sq.ft carpet area with tiles flooring with undivided impartible proportionate share of land underneath as mentioned in the First Schedule herein above with all easement and quasi easement rights at the Kolkata Municipal Premises No.159, Sarat Ghosh Garden Road, P.O.-Dhakuria, P.S.-Kasba, Kolkata-700031 within the ambit of KMC ward No.092.

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Khokan Saha

Proprietor

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

SIGNED, SEAL AND DELIVERED by the **VENDORS AND PURCHSERS** at Kolkata in the presence of:

1. - Samarush Haktar.
2. - Hrishikesh Naskar

(Represented by constituted Attorney)

Signature of the Land Owner

Suvarnalata Naskar
Signatur of the Purchaser

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Rohan Sardar
Proprietor

Signature of the Developer

Prepared in my Office

Sri Krishna Samanta
Advocate, High Court, Calcutta.

SRIKRISHNA SAMANTA
Advocate
High Court, Calcutta
Bar Association, Room No.-16

MEMO

RECEIVED of and from the Purchasers a sum of Rs 15,00,000/- (Rupees Fifteen Lakh only) towards the payment of total consideration of Rs.30,00,000/- (Rupees Thirty Lakh only) as mentioned here-in-above in the following manner:-

MEMO OF CONSIDERATION:

1. By cheque No.556427 drawn on SBI, Sonarpur, Station Road, Sahebpara Branch **Rs.1,00,000.00**
2. By Cheque No.313726 drawn on SBI, Sonarpur, Station Road, Sahebpara Branch **Rs.7,00,000.00**
3. By Cheque No.313727 drawn on SBI, Sonarpur, Station Road, Sahebpara Branch. **Rs.7,00,000.00**

Total: **Rs.15,00,000.00**

(Rupees Fifteen Lakh only)

WITNESSES:

1. *Samarush Haldar,*
2. *Arisdikesh Naskar*

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Hiran Borah
Proprietor

DEVELOPER