

24 NOV 2014

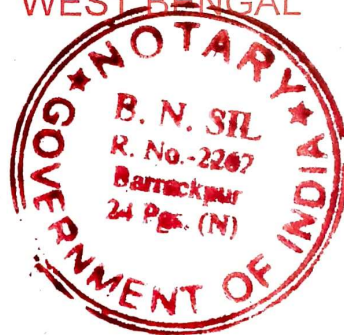
BEFORE THE NOTARY
GOVERNMENT OF INDIA



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

78AA 176091

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made this 24th day of November, 2014
BETWEEN (1) SRI PRODIP GHOSH, son of Gopal Chandra Ghosh, by Religion - Hindu, by Nationality - Indian, Occupation - Business, residing at 1617, Beliaghata Main Road, P.S. - Beliaghata, Kolkata - 700 010, and (2) SRI LAXMAN CHANDRA SIL, son of Kalu Charan Sil, by Religion - Hindu, by Nationality - Indian, Occupation - Business, residing at Siddhartha Nagar, Rajarhat Gopalpur (M), P.O. - Krishnapur, P.S. - Baguiati, Kolkata - 700 102, hereinafter jointly called and referred to as the VENDORS (which expression, unless excluded by or repugnant to the context, shall mean to include their respective heirs, successors, administrators, executors, representatives and assigns) of the ONE PART

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AND

SMT. MINATI SAHA, wife of Sri Sankar Kumar Saha, by Religion - Hindu, by Nationality - Indian, Occupation - Business, Residing at 175, Block - B, Bangur Avenue, P.S. - Lake Town, Kolkata - 700055, hereinafter called and referred to as the PURCHASER (which expression, unless excluded by or repugnant to the context, shall mean to include her heirs, successors, administrators, executors, representatives and assigns or its successors-in-office, administrators, representatives and assigns) of the OTHER PART

AND WHEREAS the VENDORS herein are the lawful owners of the adjacent plots of land, which are more fully and particularly described in details in the 'Schedule-I' and 'Schedule-II' written hereinbelow.

AND WHEREAS being the lawful owners thereof, earlier the VENDORS herein as per a mutual settlement thereto with the PURCHASER herein entered into a Development Agreement with the PURCHASER on 26th day of February, 2013, appointing the PURCHASER herein as the Developer for the purpose of development of their lands by construction of a multi-storied building thereon in accordance with the common Building Plan to be sanctioned by the Municipal Authority concerned after amalgamation of their plots with the adjacent plots of lawfully purchased by the PURCHASER in her own name.

AND WHEREAS now, pending completion of construction the proposed building, due to their urgent need of money the VENDORS have agreed to sell their lands to the PURCHASER herein, and the PURCHASER has also agreed to purchase the same for a total consideration of Rs.20,00,000/- (Rupees Twenty Lakhs) only, within which Rs.15,00,000/- (Rupees Fifteen Lakhs) only is payable to the VENDOR NO. 1 and Rs.5,00,000/- (Rupees Five Lakhs) only is payable to VENDOR NO. 2 herein.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:-

1. That the VENDORS have agreed to sell and the PURCHASER has agreed to purchase the plots of lands, as more fully and particularly described in the 'Schedule-I' and 'Schedule-II' written hereunder, for a total consideration of Rs.20,00,000/- (Rupees Twenty Lakhs) only, within which Rs.15,00,000/- (Rupees Fifteen Lakhs) only is payable to the VENDOR NO. 1 and Rs.5,00,000/- (Rupees Five Lakhs) only is payable to VENDOR NO. 2 herein.
2. That the PURCHASER has already paid to each of the VENDORS herein total advance sum of Rs.1,00,000/- (Rupees One Lakh) only part by part in cash on various dates much earlier, which is to be treated as the Earnest Money under these presents, the receipts whereof have been duly acknowledged by the VENDORS herein in the Money Receipts attached herewith.



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3. That the VENDORS shall jointly or severally execute the proper Deed of Sale in the name of the PURCHASER herein immediately upon receipt of the balance consideration in full. It is settled that upon receipt of the entire balance consideration amount from the PURCHASER, the VENDORS shall have to complete the sale positively within one month time therefrom. Time is essence of this contract.
4. That the PURCHASER shall bear the Stamp Duty, Registration Charge, Lawyer's Fees, etc, for registration of the final Deed of Sale in her name.
5. That in case the VENDORS fail or neglect to complete the sale after receiving a valid tender for payment of the balance consideration by the PURCHASER, the PURCHASER will be at liberty to enforce specific performance of this contract or to seek any other legal remedy available to it under the laws in force.
6. That the VENDORS has already handed over peaceful possession of the property described in the Schedule-I and Schedule-II hereunder with the copies of all relevant papers and documents in respect of the said properties as agreed to be conveyed hereby.
7. That the aforementioned Development Agreement as entered into earlier by and between the parties hereto is hereby stand cancelled with effect from this date of the execution of these presents. The VENDORS hereby promise to the PURCHASER that they shall not in any case object or interfere in construction work of the Multi-Storied Building over the land of the Purchaser amalgamated with the adjoining plots of land of the VENDORS. They further confirm that in future they shall not raise any kind of claim and demand against the PURCHASER in respect of the new Building to be constructed over the total land area as already amalgamated.
8. That the terms and conditions of this Agreement shall be binding upon the parties to this Agreement and also upon their heirs, successors, administrators, executors, representatives and assigns.

SCHEDULE – I

(DESCRIPTION OF LAND BELONGING TO SRI PRODIP GHOSH)

ALL THAT piece and parcel of Land, comprising total area measuring about 05 Kottahs 04 Chittaks 00 Sq. Ft., be the same a little more or less, comprised in R.S. Dag No. 3660, corresponding to R.S. Khatian No. 1063, under Mouza – Krishnapur, J.L. No. 17, R.S. No. 180, Touzi No. 228/229, being Municipal Holding No. RGM/35/1639, Krishnapur, Baroaritala (Road Zone: Majherpara – Mission Bazar of Krishnapur Main Road), Kolkata – 700102, within the local limits of Rajarhat Gopalpur Municipality (now Bidhannagar Municipal Corporation), within the jurisdiction of P.S. – Rajarhat (presently under P.S. – Bagmati), under the Additional District Sub-Registration Office – Bidhannagar Salt Lake City (now Rajarhat New Town), in the District of North 24 Parganas, West Bengal, being butted and bounded by: –



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On the North – By Land of Sri Lakhshan Sil and Sri Ratan Das;

On the South - By Land of Smt. Minati Saha;

On the East - By Land of Minati Saha;

On the West - By 4 feet wide approach road to Krishnapur Main Road.

SCHEDULE - II

(DESCRIPTION OF LAND BELONGING TO SRI LAXMAN CHANDRA SIL)

ALL THAT piece and parcel of Land, comprising total area measuring about 01 Kottahs 00 Chittak 00 Sq. Ft., be the same a little more or less, comprised in R.S. Dag No. 3665, corresponding to R.S. Khatian No. 1092, under Mouza – Krishnapur, J.L. No. 17, R.S. No. 180, Touzi No. 228/229, lying on Baroaritala of Krishnapur Main Road (Road Zone: Majherpara – Mission Bazar of), Kolkata – 700102, within the local limits of Rajarhat Gopalpur Municipality(now Bidhannagar Municipal Corporation), within the jurisdiction of P.S. – Rajarhat (presently under P.S. - Baguiati), under the Additional District Sub-Registration Office – Bidhannagar Salt Lake City (now Rajarhat New Town), in the District of North 24 Parganas, West Bengal, being butted and bounded by: –

On the North – By 20 feet wide Krishnapur Main Road;

On the South - By remaining Land in R.S. Dag No. 3665;

On the East - By remaining Land in R.S. Dag No. 3665

On the West - By Land of Ratan Das.



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

WITNESSES:

1. Sanjay Kumar Saha.
175-Bach-B
Bangur Avenue,
Kolkata-700055.

Pradip Ghosh.

2. Gunjit Pankey
978/A 32K-B
Bangur Avenue
Kolkata-55

.....
Dorham Ch. Seal.
VENDORS

.....
Munishi Saha.
PURCHASER

Drafted by:

N. Biswas.
NIRMAL KUMAR BISWAS
Advocate, Barasat Court



ATTESTED

BHOLANATH SIL
NOTARY-2262
GOVT. OF INDIA

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MONEY RECEIPT NO. 1

RECEIVED from the within-named PURCHASER the within-mentioned sum of Rs.1,00,000/- (Rupees One Lakh) only, being the Earnest Money for these presents, in the manner as shown below:

MEMO OF CONSIDERATION'

Mode of Payment	Date	Amount (INR)
In Cash	On Various Dates	1,00,000/-

Total: Rs.1,00,000/- only

WITNESSES:-

1. Sanjay Kumar Saha.
175 - Block - B
Bangla One - Kalyan - 700055.
2. Gurus Panty
278/A Block AB
34 Nya Avenue
Kat-55

(VENDOR No. 1)

MONEY RECEIPT NO. 2

RECEIVED from the within-named PURCHASER the within-mentioned sum of Rs.1,00,000/- (Rupees One Lakh) only, being the Earnest Money for these presents, in the manner as shown below:

MEMO OF CONSIDERATION'

Mode of Payment	Date	Amount (INR)
In Cash	On Various Dates	1,00,000/-

Total: Rs.1,00,000/- only

WITNESSES:-

1. Sanjay Kumar Saha.
2. Gurus Panty

(VENDOR No. 2)



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