



WEST BENGAL

14AC 624376

AGREEMENT FOR SALE

Kansar Holi
Kansar Holi
THIS AGREEMENT is made on this the 26th day of
NOVEMBER, Two Thousand Twenty Five (2025) in BETWEEN

P/2....

MR. SOUMEN PAUL (PAN: AFWPP1255P, AADHAAR No.6978 2493 1349), son of Late Hirendra Kumar Paul, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at P.L. Medical Gali, Kachari Para Road, P.O. & P.S. Habra, District - North 24 Parganas, West Bengal-743263, hereafter referred to as the **"OWNER"** (which term or expression shall unless excluded by or repugnant to the context mean and include his heirs, executors, legal representatives and assigns) of the **"FIRST PART."**

AND

MR. KAUSTAV HATI (PAN: AEQPH4863L, AADHAAR- No.4275 8389 0179), Son of Priya Ranjan Hati, by faith - Hindu, by occupation - Service, by Nationality - Indian, resident of premises no. 20, Chaul P atty Road, P.O. & P.S. Beliaghata, Kolkata - 700010, West Bengal hereinafter called the **"INTENDING PURCHASER"** (which term or expression shall unless excluded by or repugnant to the context mean and include his heirs, executors, legal representatives and assigns) of the **"SECOND PART."**

AND

M/S. S.P. ENTERPRISE, a Proprietorship Firm, represented by its Proprietor **MR. ATANU GHOSH (PAN: AJOPG2410M, AADHAAR- No. 4376 3610 4935)**, son of Sri Rabin Ghosh, by faith - Hindu, by occupation - Business, by Nationality - Indian, having its Office at premises no. D60, Canal South Road, Near Dakshini Kalibari, P.O. Dhapa, P.S. Pragati Maidan, Kolkata-700105, District - South 24 Parganas, hereinafter called hereafter referred to as the **"DEVELOPER/TRANSFEROR/CONFIRMING PARTY"** (which

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term or expression shall unless excluded by or repugnant to the context mean and include his heirs, executors, legal representatives and assigns) of the **THIRD PART**

WHEREAS the land measuring 15 Bighas 10 cottahs 11 chittaks 20 sq. ft. of Collectorate Touzi No. 1298/2833 of Mouza **Pubra Sura, Dihi Oram, 3 No. Division**, Dihi "Sura" 9 Sub - Division, C.S. Calcutta Corporation Holding No.76, premises no.115 Raja Rajendra Lal Mitra Road, (Sen Bagan), within P.S. Beliaghata, S.R. Office at Sealdah Dist. 24 Parganas (South) originally belong to Madan Mohan Sen of 25, Madan Mohan Sen Lane.

AND WHEREAS said Madan Mohan Sen died intestate leaving behind his three sons namely Sri Thakurdas Sen, Sri Gobindra Chandra Sen and Sri Madhu Sudan Sen as his legal heirs and successors to his estate and said Thakurdas Sen died intestate leaving behind his only widow Sint. Bhuban Mohini Devi, as his only heirs and successors to his estate.

AND WHEREAS the aforesaid Gobinda Chanda Sen, Madhusudan Sen, and Smt. Bhuban Mohini Devi while seized and possessed of the aforesaid land said Smt. Bhuban Mohini Devi, relinquished her rights, title and interest the 1/3rd share of her aforesaid land in favour of Gobinda Chanda Sen and Sri Madhusudan Sen by a amicable arrangement / settlement in a

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Civil Suit. Thereby said Gobinda Chandra Sen and Sri Madhusudan Sen became the joint owners of the aforesaid property to the extent of 50% share.

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AND WHEREAS the said Gobinda Chandra Sen, died intestate leaving behind his only son St Nanda Lal Sen as his legal heir and successor to his estate who inherited % share of the aforesaid land being the legal heirs of deceased Govinda Chandra Sen and in the year 1868 said Nandalal Sen and Madhusudan Sen filed a partition suit before the Hon'ble High Court Calcutta in original side being partition suit No. 657 of 1868. In the said partition suit Nandalal Sen during continuance of the said partition suit had borrowed a good amount of money from a nationalized bank and accordingly the Hon'ble High Court at Calcutta had put the share of Nandalal Sen for auction to intending buyer. When the said auction sale was conducted by the Hon'ble High Court at Calcutta, said Madhusudan Sen had purchased the share of Nandalal Sen in the said property and accordingly said Madhusudan Sen became the sole owner of the aforesaid property to the extent of 100% share.

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AND WHEREAS Said Madhusadan Sen died on 8th August 1888 leaving behind his four sons namely Satkari Sen, Binod Behari Sen, Bipin Behari Sen, and Lal Mohan Sen as his legal heirs and successors to his estate. By virtue of the aforesaid inheritance said Satkari Sen, Binod Behari Sen, Bipin Behari Sen,

and Lal Mohan Sen while seized and possessed the aforesaid property they filed a partition suit before the Hon'ble High Court, Calcutta being partition suit No. 398 of 1888 for partition of the aforesaid property by meats and bound and as per decree of the said partition suit said Satkari Sen alongwith Bipin Behari Sen and Lal Mohan Sen became the joint owners to the extent of $2/3^{\text{rd}}$ share of the said property and remaining $1/3^{\text{rd}}$ share belonged to Binod Behari Sen and said Satkari Sen died intestate leaving behind his three sons namely Jitendra Nath Sen, Harendra Nath Sen, and Sachindra Nath Sen, who inherited $1/3^{\text{rd}}$ out of $2/3^{\text{rd}}$ share jointly of the aforesaid land as the legal heirs of deceased **SATKARI SEN.**

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AND WHEREAS said Harendra Nath Sen was a lunatic as such his elder brother **Jitendra Nath Sen** obtained the permission **from the Ld. District Judge, District - 24 Parganas** being a suit no.306 of 1911 as per ACT 35 of 1858 to maintain and manage the $2/9^{\text{th}}$ share of land of said Harendra Nath Sen and subsequently on 13th December, 1911, said Jitendra Nath Sen obtained the permission from the Ld. District Judge Alipore, 24 Parganas **to sell the $2/9^{\text{th}}$ share of said Harendra Nath Sen.** Thereafter said Jitendra Nath Sen, self and also represented on behalf of Harendra Nath Sen and Sachindra Nath Sen sold, conveyed and transferred their $2/3^{\text{rd}}$ share of aforesaid land in favour of Sri Babu Lal Seal, Sri Gopi Nath Bhuinya, Sri All Chandra Sadhukhan and Sri Binod Behari Das Adhikaby a registered Deed of Sale on 9th January 1912 and said Deed was registered in the S.R. Office at Sealdah,

and recorded in its Book No.1, Volume No. 2, pages 21 to 30, being No. 23 for the year 1912. And said Binod Bihari Sen, sold, conveyed and transferred his 1/3rd share of aforesaid land in favour of Babu Lal Seal, Gopi Nath Bhuniya, Adhar Chandra Sadhukhan and Binod Bhari Das Adhikary, by a registered Deed of Sale dated 9th January 1912, registered in the S.R. Office at Sealdah and recorded in its Book No. I, Volume No.3 pages 26 to 33, being No. 24 for the year 1912.

AND WHEREAS by virtue of the aforesaid two deeds said Babu Lal Seal Gopi Nath Bhuniya, Adhar- Chandra Sadhukhan and Binod Behari DSs Adhi'kary have become the absolute owners of the aforesaid land measuring 15 Bighas 10 Cottahs 11 Chittaks 20 sq. ft. being Premises No. 115, Raja Rajendra Lal Mitra Road, and at the time of purchase of the said land said Babu Lal Seal and others took the loan from Lal Mohan Roy & Ramani Mohan Roy to purchase the property and for such loan they mortgage the aforesaid land in favour of said Lal Mohan Roy & Ramani Mohan Roy.

AND WHEREAS subsequently said Babu Lal Seal and others repay the said loan and on 2nd October, 1930 said Lal Mohan Roy and Ramani Mohan Roy release the said mortgage property in favour of Babulal Seal and others by a Registered Deed of Release the said deed of Release was registered in the D.R. Office at Alipore, and recorded in its Book No. I, Volume No. 62 pages 60 to 64, Being No. 2740 for the year 1913.

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AND WHEREAS after such Deed of Release said Babu Lal Seal, Gopinath Bhunia, Adhar Chandra Sadhukhan, Binod Bihary Das Adhikary, became absolute owners of the aforesaid land and they develop the said property by making common passage, drainage and also divided the aforesaid land in different plots. And thereafter on 02.10.1913 by a registered deed of sale, sold, conveyed, and transferred the land measuring 8 cottahs 10 sq.ft. in favour of Bhujagendra Nath Musafi by a registered Deed of Sale registered in the D.R. Officer at Alipore and recorded in Book No. 1, Volume No. 9, Pages 152 to 159, being No. 2738 for the year 1913 being part of premises No, 115, Raja Rajendra Lal Mitra and after such purchase said Bhujagendra Nath Mustafi recorded his name in the collectorate and sub-division his purchased property as holding No.76/D, and in the year 1915, redeemed the said property by a redemption suit No. 67R16 of Regr-VIII and obtain the redeem certificate on 10th August 1915.

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AND WHEREAS on 10.4.21 said Bhujagendra Nath Mustafi mortgage the said property and obtain the loan from Sri Jyotindra Kumar Basu and executed a Mortgage Deed in favour of said Jyotindra Kumar Basu, the said deed was registered in the S.R. Office at Sealdah, and recorded in its Book No. 1, Volume No. 19, Pages 182 to 183 being No. 1513 for the year 1921. and subsequently paid the said loan amount to Sri Jyotindra Kumar Basu and thereafter said Jyotindra Kumar Basu release the said property in favour of the Bhujagendra Nath Mustafi by a registered

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Deed of Release, registered in the S.R. Office at Sealdah, and recorded in its Book No. 1, Volume No. 36, pages 264 being No.3842 for the year 1923.

AND WHEREAS on 5.8.1923 said Bhujagendra Nath Mustafi by a registered deed of sale sold conveyed and transferred the land measuring 4 Cottahs 5 sq. ft. in favour of Sri f. Sushil Kumar Mukherjee, son of Late Harihar Mukherjee of 32, Abinash Sashmal Lane, P.S. Belegkata, Kolkata-700010 registered in the SR. Office at Sealdah, and recorded in its Book No.1, Volume No. 49, pages 116 to 130, Being No. 3849 for the year 1923 and on 2 3. IT 1914.said Sri BabulahSeal and others registered Deed of Sale sold, conveyed and transferred the land measuring 2 cottahs from the premises No.' 115, Raja Rejendra Lal Mitra Road, in favour of one Fakir Chand Duta, registered in the SR office at Sealdah and recorded in its Book No. 1, Volume No. 46, pages 272 to 278, being No. 3896 for the year 1914.

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AND WHEREAS after such purchase said Fakir Chand Dutta, on 11.9.1918 redeemed the said purchased property from the competent authority and on 25.2.1924 by a registered Dead of Sale sold, conveyed and transferred the said land measuring 2 cottahs in favour of Sri Sushil Kumar Mukherjee, son of Late Harihar Mukherjee of 32 No. Abinash Sashmal Lane, P.S. Beliaghata, Kaikata - 700 010 registered in the S.R. Office at Sealdah recorded in its Book No. 1 volume No. 13, pages 205 to 210 being No. 757 for the year 1924.

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AND WHEREAS by virtue of the two deeds said Sushil Kumar Mukherjee became the absolute owner of the land measuring 6 cottahs 5 sq. ft and during his peaceful possession mutated his name in the records of Kolkata Municipal Corporation and in the year 1925 constructed 3 storied building thereon consisting 11 rooms, privy, kitchen etc. and on 24.9.1968 said Sri Sushil Kumar Mukherjee transferred the said property by a registered Deed of Sale in favour of Smt. Meera Bai Bal by a registered Deed of Sale, registered in the **D.R. Office Alipore and recorded in its Book No.I, Volume No. 161, Pages 142 to 152, being No. 5721, for the year 196**

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AND WHEREAS by virtue of the aforesaid purchase Smt. Meera Bai Bal became the absolute owner of the said land measuring **6 cottah 5 Sq. ft. together with the said 3 storied building consisting of 11 rooms, privy and kitchen etc.** and said building is dilapidated condition as such she being intended to construct the new building of the said property has obtained the sanction building plan from the Kolkata Municipal Corporation vide sanction **Building Plan No. BP 101 (B-111) dated 06.10.2005** and has no sufficient money to construct the building. For some urgent need of money she had declared her intention to sell the said land measuring **6 cottah 5 sq. ft.** as aforesaid free from all encumbrances in favour of **SRI SOUMEN PAUL** the owner / 1st part herein.

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ANDWHEREAS said Soumen Paul accordingly became the sole and exclusive owner of the aforesaid landed property on the strength of the said Deed of Sale as was executed and registered by Smt. Meera Bai Bal on 17.10.2005, which has been registered in the Registrar of Assurance, **Calcutta and has been recorded Book No-I. Volume No-1 at Pages 1 to 27, Being No.4341 for the year 2006.**

AND WHEREAS said Soumen Paul upon becoming owner of the aforesaid property in the manner aforesaid has been in possession of the aforesaid land with three storied building at **premises no.32, Abinash Sashmal Lane, P.O. & P.S. Belegkata, Kolkata-700010, District - South 24 Parganas, within the local limits of Kolkata Municipal Corporation under Ward No.34.**

AND WHEREAS said Soumen Paul while was in possession of the aforesaid property and during such possession, he had measured the said property for determination of correct measurement of the land of the said premises and, while he had taken final measurement of the land, and building of the said premises, it transpired that the actual measurement of the said land of the said premises is **5 cottahs 13 chittaks 7 sq.ft.** instead of **6 cottahs 5 chittaks** and subsequently said Soumen Paul by executing and registering one **Deed of Gift on 02.03.2015** had gifted away the said land measuring more or less **5 cottah 13 chittaks 7 sq. ft.** including three storied building in favour of his son Sri Sourav Paul and the said Deed of Gift has been registered

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Soumen Paul

in the Office of the A.D.S.R. at Sealdah and has been recorded in Book No.I, Volume No.2 at Pages 3501 to 3522, Being No.763 for the year 2015.

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AND WHEREAS in consequence of the said Deed of Gift, said Sourav Paul became the exclusive owner of the land measuring more or less **5 cottahs 13 chittaks 7 sq. ft.** with three storied structure of the said premises and he was in possession thereof until execution and registration of a Deed of Gift in favour of Sri Soumen Paul on 18.02.2022 and through the said Deed of Gift, said Sri Sourav Paul had gifted away the land measuring about **5 cottahs 13 chittaks 7 sq.ft.** with three storied structure at premises no. 32, Abinash Sashmal Lane, P.O. & P.S. Beliaghata, Kolkata-700010, District - South 24 Parganas, within the local limits of Kolkata Municipal Corporation under **Ward No.34** as remain erected on the aforesaid landed property in favour of his father Sri Soumen Paul the owner herein free from all encumbrances, attachments, liens etc. and simultaneously with the execution and registration of the said Deed of Gift had effected delivery of possession of the said property in favour of the owner 1st part herein and thereby Sri Soumen Paul became the sole and exclusive owner of the aforesaid property to the exclusion of all persons as has been detailed in **Schedule-A** hereunder written and the said **Deed of Gift has been registered in the Office of the A.R.A.-II, Calcutta** and has been recorded in Book No. I, Volume No. 1902-2022 at Pages 75981 to 76011, Being

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No.190201459 for the year 2022.

AND WHEREAS said Soumen Paul/1st part upon becoming owner of the aforesaid property as has been more particularly detailed in Schedule-A hereunder written, got his name recorded in the records of the Kolkata Municipal Corporation as exclusive owner of the aforesaid property and started payment of Municipal rates and taxes to the Office of the Kolkata Municipal Corporation.

ANDWHEREAS The present owner First party Soumen Paul with the intention to develop the said premises and construct a multi storied building by demolishing the old structure of premises no - 32 Abhinash Sashmal Lane, Kolkata-700010, being **ASSESSEE NO-110340200159** obtain sanctioned **Building Plan being No-2023030042, Dated 26.09.2023** from Kolkata Corporation but due to his personal problem he entered into a Registered development agreement with the **Developer 3rd party M/S S.P ENTERPRISE** and the said development agreement was duly registered before the office of **A.D.S.R Sealdah** recorded in **Book no-1, Volume No- 1606-2024, Page no-142766 to 142813 Being No-160604522 of 2024, Dated 28.11.2024** and also Executed one Registered Development **Power of Attorney** before the office of **A.D.S.R Sealdah** recorded in **Book No-1 , Volume No- 1606-2024, Page no-142931 to 142952, Being No-160604533 of 2024 Dated-28.11.2024.**

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AND WHEREAS By virtue of the said Registered Developer agreement and registered power of attorney the Developer 3rd party the developer has started the constructor the propose multi storied building .as per sanctioned plan and according to the Registered Developer agreement the **owner 1st party is entitled to get entire Ground floor one self contained flat oh 'the 2nd floor being Flat No.F, one self- contained flat on the 3rd floor being Flat No. E and another self- contained flat on the 3rd floor being Flat No. D of the proposed building.** There are two tenants and all the liabilities of the two tenants shall be devolved upon the owner only and the developer shall not be liable for the same, along with all common facilities and common roof right and proportionate share of land underneath .

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AND WHEREAS, the developer now to sale out his allocated portion started to take booking and after getting information the 2nd party herein **MR. KAUSTAV HATI** approached the developer for purchase **oneself contained residential flat (Tiles Flooring) being flat no. D measuring more or less 975 sq.ft super built up area situated at 1st floor, consisting of 2 (two) bedrooms, 1 (one) dinning cum kitchen, 2 (two) toilets, and 1 (one) balcony in their favour from Developers allocated portion.** And on joint consultation between the parties this agreement for sale made on following terms and condition.

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TERMS AND CONDITION:

1) That it has been by and between the parties that the Developer shall sale out the above stated Flat in favour of Intending Purchasers/Second Parties at a total consideration value has been fixed by and between the parties at the rate of **Rs. 6,700/- (Rupees Six Thousand and Seven Hundred) only** into 975 sq.ft. super build up area that is in **TOTAL: Rs. 65,32,500/- (Rupees Sixty-Five Lakhs and Thirty-Two Thousand and Five Hundred Only).**

PAYMENT SCHEDULE

1. One Signing of the Agreement :	Rs. 10,00,000/-
2. On 1 st Floor Roof Casting :	Rs.10,00,000/-
3. On 2 nd Floor Roof Casting :	Rs.10,00,000/-
4. On 3 rd Floor Roof Casting :	Rs.10,00,000/-
5. On Completion of Bricks works:	Rs.10,00,000/-
6. On Complete of Flooring :	Rs.10,00,000/-
7. On compilation of wall putty:	Rs. 3,00,000/-
8. Rest amount shall be paid on or before the handover of Possession:	Rs.2,32,500/-

TOTAL CONSIDERATION VALUE : Rs. 65,32,500/-

2) That the **FIRST PARTY /OWNER** and **DEVELOPER/TRANSFEROR** assured the Intending Purchaser/Second Party that First party is the exclusive owner of the entire property and The Third Party herein has every access to sale the said flat and he shall hand over the said flat in complete condition to the purchaser within **April, 2026** On realization of the consideration value.

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- 3) That the Developer/Transferor assured the purchaser that the said flat to be sale is not bind by any court of law nor it has been mortgage before any govt. or non-govt. concern till today.
- 4) That it has been agreed by and between the parties of the Agreement for Sale will be cancelled for the instance of either of the party the party shall provide 10% (Ten Percentage) to the another party.

SPECIFICATION OF CONSTRUCTION

That the developer shall construct and complete the proposed building/buildings and all flats/space including Owner's/Developer allocation by utilizing standard building materials as follows: CONSTRUCTION:

R.C.C. Structure.

FLOOR :

All the floors including kitchen and toilets will be made of vitrified tiles.

WATER SUPPLY:

Water supply as per Kolkata Municipal Corporation along with underground and overhead water reservoirs and all fittings shall be made of standard quality. All concealed and main pipes shall be of P.V.C.

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HEIGHT :

Height according the Building Rules of the Kolkata Municipal Corporation.

KITCHEN :

R.C.C. cooking slab with black stone, two water connection with 3'ft. glazed tiles from the black stone slab, sink and provision for exhaust fan.

TOILET :

Toilet will be of Indian / Italian style (white commode) along with two water connections with one shower point (concealed fitting).
Vitrified tiles flooring with wall tiles upto 6' height.

DOORS AND WINDOWS :

All doors will be made by good quality flush door with hazbold and Chitkini, windows will be made of and completed by good quality aluminum frame with glass fittings and grill fittings only.

ELECTRICAL :

All internal wiring Will be concealed type with quality ISI standard copper wires and modular switch board and standard ISI modular switches accessories. Every room will have adequate points for the same with 7 points in each room and separate circuit protected with MCB. Existing meter shall be used on the owner's allocation.

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LIFT:

Good Quality Lift.

SCHEDULE "A" ABOVE REFERRED TO :

(Description of the property)

ALL THAT piece and parcel of land measuring more or less 5 cottah 13 chittaks 7 sq. ft. with structure measuring more or less 150 sq. ft. at premises no. 32, Abinash Sashmal Lane, P.O. & P.S. Beliaghata, Kolkata-700010, District - South 24 Parganas, within the local limits of Kolkata Municipal Corporation under Ward No.34, Assessee No. 110340200159., the said property is butted and bounded in as follows:-

ON THE NORTH :By premises no.33, Abinash Sashmal Lane.

ON THE SOUTH :By premises no.31, Abinash Sashmal Lane.

ON THE EAST :By Abinash Sashmal Lane.

ON THE WEST :By premises no.34B & C, Abinash Sashmal Lane,.

SCHEDULE "B" ABOVE REFERRED TO :

(Flat to be sale)

ALL THAT the piece and parcel of one plan approved self contained residential flat (Tiles Flooring) being flat no. D measuring more or less 975 sq. ft super built up area situated at 1st floor, consisting of 2 (two) bedrooms, 1 (one) dinning cum kitchen, 2 (two) toilets, and 1 (one) balcony from Developers allocated portion along with all common facilities from ground to roof and proportionate land underneath from Developer's allocated

portion,

SCHEDULE "C" ABOVE REFERRED TO :
(Common portions, of the proposed building)

1. The foundations, columns, beams, supports, girders, entrance and exists, open to sky street, corridors, stair, staircase of the building, boundary walls and main gate, stair case and stair case landing.
2. Staircase and staircase: landing from ground upto top of common passage, communion areas, open spaces silt to the Paulding Boundary walk.
3. Water pump, overhead water tank and underground water reservoirs, water pumps and other common plumbing installation pump room, ventilation duct.
4. Electrical wiring in Pump Room, Main gate, common passage, staircase lobby, motors, fittings and fixtures for lighting the stair cases lobby and other common areas (excluding those as are installed for any particulars flat) installation fixtures, fittings etc. and roof.
6. Drains and sewerage line of the building.
7. Such other common parts, areas equipment, installation fixtures, fittings, covered and open space in or around the said building as are necessary for passage to or ingress or egress of the flats and as are necessary for the building.
8. Ultimate roof of the building

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**AFTER PERUSAL OF ALL THE TERM AND CONDITIONS BOTH
THE PARTY SIGNED THIS AGREEMENT WITHOUT GETTING**



ANY INFLUENCE OR PROVOCATION OTHER

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

SIGNED, SEALED & DELIVERED

In the presence of

1. Sanjivda Dev.


 ATANU GHOSH
 Constituted Attorney
 Acting on behalf of
 SOURAV PAUL

**SIGNATURE OF OWNER / FIRST
 PARTY**

Represented by his constituted attorney

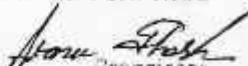
2. Nripem Sarkar

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**SIGNATURE OF THE INTENDING
 PURCHASERS**

MR. KAUSTAV HATI

S.P. ENTERPRISE


 Proprietor

SIGNATURE OF THE DEVELOPER

M/S. S.P. ENTERPRISE, a
 Proprietorship Firm, represented by its
 Proprietor **MR. ATANU GHOSH**

DRAFTED BY :-


BISWANATH BHOWMICK
 Advocate
 Sealdah Court,
 Kolkata-700014