

भारतीय गैर न्यायिक

दस
रुपये

रु.10



TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

28AB 878209

AGREEMENT

FOR

SALE

2020/9/11 00:02

the Notary Officer, B. N. Saha, Bikash Bhawan, being Certificate no. 95 of 2017

5879 29.04.19

ମନ ଓ ଆମିଷ ଶ୍ରୀ A. Babakhan

ଜେଡିଏମ୍ ନାମ ଶ୍ରୀ A. Babakhan

ସ୍ଥିରୀକୃତ ବାବଦରାଜି

ମୁଦ୍ରା ଶ୍ରୀ K. K. K.

କେନ୍ଦ୍ର ଶ୍ରୀ କଟକ

ତାରିଖ 22 APR 2019

ମୋଟ ଖାଲି ସାମାନ୍ ଶ୍ରୀ Rs. 340000

ଫିକ୍ସିନି ଧାରାଗତ

କେନ୍ଦ୍ର ଶ୍ରୀ କଟକ

2020/9/11 00:03

2019

THIS AGREEMENT FOR SALE made on this the day of October 2019.

BETWEEN

(1) **SRI KARTICK PRAMANICK**, son of Nimai Pramanick, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Rajbanshipara, near Assembly of God Charch School, Krishnapur, Post Office - Krishnapur, Police Station - Baguiati, District - North 24 Parganas, Kolkata - 700102, (2) **SRI KALYAN MONDAL**, son of Late Atul Krishna Mondal, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at Mahishgote, Krishnapur, Post Office - Krishnapur, Police Station - New Town, District - North 24 Parganas, Kolkata - 700102, herein after referred to as the **LANDOWNERS/FIRST PARTIES** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs legal representatives, executors, administrators, successors and assigns) of the **ONE PART**

AND

1. **MOSAMMAT RUBIA KHATUN**, (Aadhaar no. 3274-5732-1372), (PAN no. BMRPK0082N), (Mobile no. 9735027118), wife of Sk. Monirul Islam, daughter of Sahadat Ali, by occupation - housewife, 2. **SK. MONIRUL ISLAM**, (Aadhaar no. 3200-1659-3152), (PAN no. ABJPI1240E), (Mobile no. 9614458601), son of Sk. Abed Ali, by occupation - service, both are residing at Dannya, Pandaveswar, District - Barddhaman, West Bengal, PIN - 713346, both by Nationality - Indian, both by faith - Muslim, hereinafter referred to as parties of the **PURCHASERS/SECOND PARTIES** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs legal representatives, executors, administrators, successors and assigns) of the **SECOND PART**.

WHEREAS the first parties are land owners of the below mentioned "A" schedule property and the second parties are the purchasers.

ANDWHEREAS the first parties and one developer executed a development agreement on 27.12.2016 which was notarized on 24.04.2017 by the Notary Officer, B. N. Saha, Bikash Bhawan, being Certificate no. 95 of 2017 and it was mentioned that the developer developed the below mentioned 'A' schedule property at the cost of the developer with some terms and condition mentioned in the said development agreement dt. 27.12.2016 and also

2020/9/11 00:03

developer will hand over the landowners' allocation as complete and habitable nature to the landowners within 15 (fifteen) months from the date of obtaining building sanction plan.

AND WHEREAS the said developer of the said development agreement dt. 27.12.2016, due to some unavoidable circumstances and also financial problems, could not complete the development work and could not hand over the landowners' allocation within due time and till today, so the developer intends to transfer his rights and liability in respect of the said land for development to the land owners. That the landowners several times requested the developer to hand over the landowners' allocation, but the developer could not deliver the same.

AND WHEREAS the said landowners cancelled the said development agreement dt. 27.12.2016 by executing a Deed of Cancellation of Development Agreement by way of Amicable settlement by and between the landowners and developer and thereafter the landowners develop the said 'A' schedule property.

AND WHEREAS the vendors agree to sale and the purchasers agree to purchase the below mentioned 'B' schedule property particularly mentioned and described in the hereunder written and herein after referred to as the said property as an absolute estate in fee simple or an estate equivalent there to subject to a good and marketable title being made in respect thereof and the property being found free from all encumbrances, attachment, charges and other claims and demands at or for the price of Rs. 14,00,000/- (Rupees Fourteen Lacks) only subject to the terms and condition hereunder contained. That the purchasers will pay a sum of Rs. 50,000/- (Rupees Fifty Thousand) only as mother meter expenses.

AND WHEREAS the purchasers already paid to the VENDORS the sum of Rs. 2,00,000/- (Rupees Two Lacks) only on 02.10.2019 through IMPS as and by way of earnest money out of total consideration money a sum of Rs. 14,00,000/- (Rupees Fourteen Lacks) only and the balance of the purchase money amounting to Rs. 12,00,000/- (Rupees Twelve Lacks) only shall be paid at the time of completion of the purchase/Registration. That the VENDORS will sign this agreement after satisfaction of all the terms below mentioned. Simultaneously with the execution of this agreement, the VENDORS shall deliver to the purchaser's solicitor on their accountable receipt all title deeds and other papers and writings including the sanctioned building plan namely "KAILASH VILLA" and Municipal bills

2020/9/11 00:03

relating to the residential flat and the purchase shall be completed/delivered the flat within 06 [six] months from the date hereof provided a good marketable title is made out and the VENDORS make the property free from all encumbrances, claims and demands whatsoever and not subject to any scheme of acquisition or requisition. Time shall for this purpose be deemed to be the essence of contract.

AND WHEREAS the VENDORS doth hereby agree to answer all reasonable requisitions on title to be made by the purchasers' solicitor.

AND WHEREAS If a good and marketable title is made out and the property is found to be free from all encumbrances, attachments and charges and other claims and demands and not affected by any notice or scheme of acquisition or requisition, the VENDORS will execute a proper conveyance or conveyances in favour of the PURCHASERS or their nominee or nominees or assignee in which the VENDORS shall make such other person or persons, if any, join, if necessary, as conveyancing, confirming or assuring party or parties as the case may be to pass and convey an absolute title unto the PURCHASERS or to redeem any charge or encumbrances. The VENDORS shall bear and pay all outgoings and liabilities of the property up to and inclusive of the date of sale and/or Transfer.

AND WHEREAS the VENDORS shall deliver peaceful vacant possession of the said property which is in their occupation at the time of completion of the purchase/transfer.

AND WHEREAS If a good and marketable title is not made out or the property is found to be subject to any encumbrances, attachments and charges and other claims or demands, the PURCHASERS shall be at liberty to rescind this agreement and the VENDORS shall in that event and on demand by the PURCHASERS, refund the said earnest money to the PURCHASERS and the vendors shall pay to the PURCHASER the cost of searches and investigation of the VENDORS' title of the said property.

AND WHEREAS If the VENDORS fail and/or neglect to complete the sale after the title being made out as aforesaid or otherwise to carry out any one or more of the obligations on their part as hereunder provided or otherwise required by law, the PURCHASERS will be at liberty to enforce specific performance of contract/agreement by institution of legal proceeding or, at his opinion, may sue against the VENDORS for recovery of

2020/9/11 00:04

the earnest money with interest, cost and other reliefs as actual expenditure for the legal procedure of processing this sale agreement.

AND WHEREAS If on the title being found good and marketable, the PURCHASERS fails to complete the purchase within the time aforesaid, the earnest money shall be refundable by the VENDORS to the PURCHASERS after deduction of the demurrage charge a sum of Rs. 20,000/- (Rupees twenty thousand) only from the said earnest money or the VENDORS shall be at liberty to rescind this agreement and the VENDORS have every right to sale the said property to a third party after cancellation of this agreement for sale.

AND WHEREAS the said flat or any portion thereof is not at present affected by any notice or scheme of the Municipality or any other local public authority or body corporate. If it be found to be so affected before the completion of the sale, it shall be optional on the part of the PURCHASERS to rescind this agreement and in that event the VENDORS shall refund the earnest money to the PURCHASERS and shall further pay to the PURCHASERS the cost of searches and investigation of the VENDORS' title and other actual expenditure as deemed fit.

"A" SCHEDULE REFERRED TO ABOVE
(DESCRIPTION OF LAND)

ALL THAT piece and parcel of plot of Bastu land measuring an area 2 (two) Cottah more or less out of 92 Decimal, along with passage lying and situated at under MOUZA- TARULIA, J.L. no. 21, Re.Sa. no. 249, Touzi no. 3027, R.S. & L.R. Dag no. 269, R.S. Khatian no. 118, L.R. Khatian no. 1340 & 1341, under the Bidhannagar Municipal Corporation, Ward no. 27, within the jurisdiction of Rajarhat Police Station now New Town Police Station, District - North 24 Parganas, the land butted and bounded as follows :-

ON THE NORTH	:	Land of R.S. Dag no. 269
ON THE SOUTH	:	Land of Sukumar Kundu
ON THE EAST	:	Land of R.S. Dag no. 269
ON THE WEST	:	3' feet wide Passage

THE SECOND SCHEDULE ABOVE REFERRED TO

ALL THAT the said flat being No. G/A, containing all areas of 510 (approx) Sq.Ft. super build up on the ground floor (Marble) at the said building namely "KAILASH VILLA" (which include the area of the said flat, proportionate share of

2020/9/11 00:04

the area of the common portions, e.g. stair case top, over head water reservoirs, septic tanks, pump room/space, electric room/space, roof). The flat comprised in two Bed rooms, one open Kitchen, one Toilet, and proportionate share of the land hereto lying and situated at the first Schedule property.

IN WITNESS WHERE OF the PARTIES OF THE FIRST PARTIES and SECOND PART have signed on the day, month and year first above written in the presence of

WITNESSES

1.

1. Kawitika Brahmavide

2. Kalyan Mendel

.....
SIGNATURE OF THE FIRST PARTIES

1. Mosamat Rubia Khatun.

2.

2. Sh. Monina Islam

.....
SIGNATURE OF THE SECOND PARTIES

Drafted by:-

Arup Basak
Arup Basak
Advocate

District Advocates' Bar
Association Barasat Judges' Court.
North 24parganas.
PH : 9748414655

2020/9/11 00:04

MEMO OF PAYMENT

RECEIVED the sum of Rs. 2,00,000/- (Rupees Two Lacks) out of total consideration money sum of Rs. 14,00,000/- (Rupees Fourteen Lacks) only for cost of the flat in the following manner.

SL. NO.	DATE	CHEQUE NO.	BANK/BRANCH	AMOUNT(RS.)
1	02.10.2019	IMPS	SBI, Bardhaman	2,00,000.00
2		"	"	
3				
4				
5				
6				
7				
8				
			Total	00,00,000.00

Total Rs. 14,00,000/- (Rupees Fourteen Lacks).

WITNESSES :-

1.

1. *Koustick Pramanick*

2.

2.

SIGNATURE OF THE DEVELOPER

2020/9/11 00:05

A/c

Date 26-09-2015

PAY Kennick Promanick

TO CASH OR BEARER

AMOUNT Fifty Thousand Only

IN WORDS ₹.Rs. 50,000/-

Account No. 31130483253



भारतीय स्टेट बैंक
State Bank of India

M. Monirul Islam

DR MONIRUL ISLAM

BRANCH: ...

⑆091001⑆ 713002501⑆ 001596⑆ 10