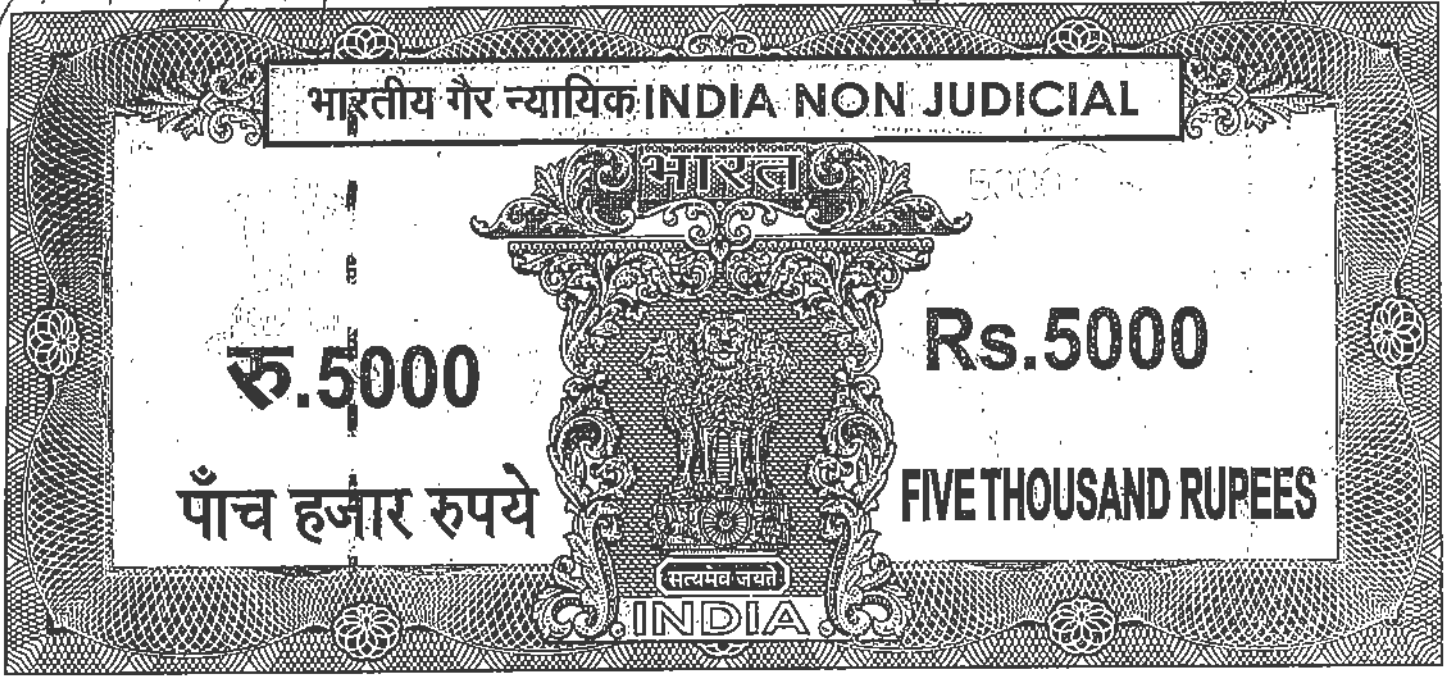


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Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

23/09/20
C-2987710

Additional District Sub-Registrar,
Garia South 24 Parganas

23 SEP 2020

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the 23rd day of *September*, 2020 (Two thousand and twenty).

BETWEEN

1) **SMT. SABITRI BOSE, (PAN : AEIPB8382E)**, wife of Sri Sailen Bose, by Occupation – Business, by Nationality – Indian, residing at Village- Garia Srinagar (Paschim Para), Post Office Panchasayar, Police Station Sonarpur, District South 24-Parganas Kolkata -700 094, (2) **SMT. SUBHRA CHAKRABORTY, (PAN : BWXPC3413P)**, wife of Dakshinaranjan Chakraborty, by Occupation – Housewife, by Nationality – Indian, (3) **PARTHA CHAKRABORTY, (PAN: AKBPC8738Q)** son of Dakshinaranjan Chakraborty, by Occupation – Business, by Nationality – Indian, 2 & 3 both residing at Village- Srinagar Paschim Para, Post Office Panchasayar, Police Station Sonarpur, District South 24-Parganas Kolkata -700 094 being represented by their Constituted Attorney **NIRMAN CONSTRUCTION (PAN: AANFN0856E)** a partnership firm having its registered office at Srinagar Main Road, Post Office- Panchasayar, Police Station – Sonarpur, District South 24-Parganas, Kolkata -700 094, represented by its partners (1) **SWAPAN KUMAR DAS (PAN: ADTPD1804F)** son of Bharat Chandra Das, by faith Hindu, by Nationality – Indian; by occupation- Business, residing at 1649, Chakgaria, P.O. Panchasayar, P.S. Sonarpur, Kolkata – 700 094, (2) **PALASH BARAN BISWAS (PAN: AJQPB0295D)** son of Pronay Ranjan Biswas, by faith Hindu, by Nationality – Indian, by occupation-

Business, residing at Dhalua Paschim Para, P.O. Panchpota, P.S. Sonarpur, Kolkata - 700 152, (3) **SIDDHARTHA SANKAR DASROY (PAN: CRNPD5234K)** son of Amar Dasroy, by faith Hindu, by Nationality - Indian, by occupation- Business, residing at Srinagar Purba Para, P.O. Panchasayar, P.S. Sonarpur, Kolkata - 700 094 and (4) **PRABIR KUMAR DEB (PAN: AGPPD6142B)** son of Bhupesh Chandra Deb, by faith Hindu, by Nationality - Indian, by occupation- Business, residing at Srinagar Purba Para, P.O. Panchasayar, P.S. Sonarpur, Kolkata - 700 094, hereinafter called as the **VENDOR/OWNER** (which term or expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

1) **KALYANI PARUA (PAN: CVYPP6761L)**, Wife of Puspendu Bikash Parua, and 2) **PUSHPENDU BIKASH PARUA (PAN: AFOPP6015M)**, son of Late Pashupati Parua, both by faith Hindu, by Nationality - Indian, by occupation- Service, residing at N 18 Sreenagar, Garia. P.O. & P.S. Panchasayar, Kolkata- 700094,

hereinafter called to as the **PURCHASERS** (which term or expression shall unless excluded their executors, administrators, successors, legal representatives and assigns) of the **SECOND PART.**

AND

NIRMAN CONSTRUCTION (PAN: AANFN0856E) a partnership firm having its registered office at Srinagar Main Road, Post Office- Panchasayar, Police Station - Sonarpur, District South 24- Parganas, Kolkata -700 094, represented by its partners (1) **SWAPAN KUMAR DAS (PAN: ADTPD1804F)** son of Bharat Chandra Das, by faith Hindu, by Nationality - Indian, by occupation- Business, residing at 1649, Chakgaria, P.O. Panchasayar, P.S. Sonarpur, Kolkata - 700 094, (2) **PALASH BARAN BISWAS (PAN: AJQPB0295D)** son of Pronay Ranjan Biswas, by faith Hindu, by Nationality - Indian, by occupation- Business, residing at Dhalua Paschim Para, P.O. Panchpota, P.S. Sonarpur, Kolkata - 700 152, (3) **SIDDHARTHA SANKAR DASROY (PAN: CRNPD5234K)** son of Amar, Dasroy, by faith Hindu, by Nationality - Indian, by occupation- Business, residing at Srinagar Purba Para, P.O. Panchasayar, P.S. Sonarpur, Kolkata - 700 094 and (4) **PRABIR KUMAR DEB (PAN: AGPPD6142B)** son of Bhupesh Chandra Deb, by faith Hindu, by Nationality - Indian, by

occupation-- Business, residing at Srinagar Purba Para, P.O. Panchasayar, P.S. Sonarpur, Kolkata - 700 094, hereinafter called to as the **DEVELOPER/ CONFIRMING PARTY** (which term or expression shall unless excluded its executors, administrators, successors, legal representatives and assigns) of the **THIRD PART**.

WHEREAS Sabitri Bose, the owner herein purchased a plot of land by virtue of a Bengali sale deed being Book No.1, Volume No.105, pages 385 to 392, being deed no.5552 for the year of 2005 in the office of the Additional Sub Register Sonarpur, measuring more or less 3 (three) Cottahs 7 (seven) chittacks 22 (twenty two) sq. ft. lying and situate at Mouza - Tentulberia, Resa No.8, Touzi No.271, J.L. No.44, R.S. Khatian No.433, L.R. Dag No. 8, R.S. Dag No.7, L.R. Khatian No.3486 under Police Station Sonarpur, Additional District Sub-Registry office at Garia in the District of South 24-Parganas within the limits of Rajpur Sonarpur Municipality, Ward No.1, **Holding No.964 Srinagar** from (1) Sri Kalipada Naskar (2) Lal Mohan Naskar, (3) Nilkanta Naskar all sons of Gour Chandra Naskar all residing at Village Tengulberia, P.S. Sonarpur, District South 24-Parganas.

AND WHEREAS by way of said purchase deed the said Smt. Sabitri Bose became the absolute Owner of the aforesaid property more fully described in Schedule - A and paying taxes and charges by mutating her name before the Rajpur Sonarpur Municipality and enjoying the said premises free from all encumbrances.

AND WHEREAS Smt. Sabitri Bose the owner herein entered into an development agreement dated 29th day of August, 2018 which was duly registered at the office of the ADSR, Garia, South 24-Parganas recorded in Book No.I, Volume No.1629-2018, Pages from 127572 to 127621 being No.162904203 for the year 2018. The said land owner again executed a Development power of attorney dated 29th day of August, 2018 which was duly registered at the office of the ADSR, Garia, South 24-Parganas recorded in Book No.I, Volume No.1629-2018, Pages from 129396 to 129431 being No.162904212 for the year 2018 with the Developer to construct a straight three storied building upon the "A" Schedule noted property and had also identified her respective allocation in the Building at the said Premises.

AND WHEREAS the said Developer executed a Development Agreement with the adjacent plot holder of the another plot of land with Smt. Subhra Chakraborty and Partha Chakraborty the

vendors/owners on 29th day of August, 2018 which was duly registered at the office of the ADSR, Garia, South 24-Parganas recorded in Book No.I, Volume No.1629-2018, Pages from 127622 to 127671 being No.162904195 for the year 2018. The said land owners again executed a Development power of attorney dated 29th day of August, 2018 which was duly registered at the office of the ADSR, Garia, South 24-Parganas recorded in Book No.I, Volume No.1629-2018, Pages from 152916 to 162953 being No.162905056 for the year 2018 with the Developer to construct a straight three storied building upon the "A" Schedule noted property and had also identified her respective allocation in the Building at the said Premises.

AND WHEREAS the said Developer executed a Deed of Declaration for amalgamation of the both plots all that piece and parcel of total bastu land measuring 5 cottaah 7 chittacks 26 sq. ft. more or less situated in Mouza- Tentulberia, J.L. No.44, Pargana Medanmalla land of 2 cottahs 4 sq. ft. comprised in R.S. Khatian No. 430, 467, 468, 469, 470, 471, 472, L.R. dag No.7, R.S. Dag No.6, L.R. Khatian No.750, land of 2 cottah 0 chittak 4 sq. ft. and land of J.L. No.44, R.S. Khatian No. 433, L.R. Dag No. 8, R.S. Dag No.7, L.R. Khatian No.3486 under Police Station – Sonarpur at present Narendrapur,

the area of land 3 cottaḥs 7 chittacks 22 sq. ft. on 5th day of November, 2018 which was duly registered at the office of the ADSR, Garia, South 24-Parganas recorded in Book No.I, being No.5056 for the year 2018 with the Developer to construct a straight three storied building upon the "A" Schedule noted property and had also identified her respective allocation in the Building at the said Premises.

AND WHEREAS the Second Party/Developer going to raised a construction of straight three building after obtaining sanctioned building plan being No. 176/CB/01/03 dated 27.09.2019 sanctioned before the Rajpur Sonarpur Municipality for construction of a straight three building.

AND WHEREAS after completion of the said project the said developer will hand over the owners' allocation to the said owners as per Development Agreement and Development Power of Attorney including the said flats to the owners.

AND WHEREAS the said developer will complete the said flat on the ground floor within the period of **24 months** from the date of Agreement for Sale thereafter the said purchasers will get the said property /flat as a complete and /or habitable conditions from the

developer and land owners jointly. The developer will complete the all formalities and construction of the purchasers' allocation in habitable condition within the period of **24 months** and the developer will inform to the purchasers after completion of the said flat "1C" of the said building the said sale deed of the said flat in favour of the purchasers.

AND WHEREAS the present Purchasers herein has approached to the Developer for Purchasing a Flat (Developer's Allocation), being Flat no. 1C, measuring more or less 819 Sq.ft. super built up area on the 1st Floor consisting with 2 Bed Room, 1 Kitchen cum Dining, 2 Toilet, 1 Balcony, and 1 car parking space on Ground floor measuring more or less 222 Sq.ft. as per sanctioned building plan of the said building together with undivided proportionate share of the land, hereinafter referred to as the "said flat" more fully described in the **Second Schedule** written hereunder and the property **ALL THAT** piece and parcel of **5 Cottahs 7 chittacks 26 sq. ft.** lying and situate at Mouza - **Tentulberia**, J.L. No.44, Pargana Medanmalla comprised in R.S. Khatian No. 430, 467, 468, 469, 470, 471, 472, 433, L.R. Dag No.7 & 8, R.S. Dag No.6 & 7, L.R. Khatian No.750 and 3486 **under Police Station Sonarpur at present Narendrapur, Additional**

District Sub-Registry office at Garia in the District of South 24-Parganas within the limits of Rajpur Sonarpur Municipality, Ward No.1, Holding No.20 Srinagar fully described in the First Schedule below with all easement rights and common facilities and amenities of the said building which has been mentioned in the Third Schedule written hereunder.

AND WHEREAS the Developer has agreed to sell and the Purchasers has agreed and satisfied to purchase the one Flat no. 1C, measuring more or less 819 Sq.ft. super built up area on the 1st Floor consisting with 2 Bed Room, 1 Kitchen cum Dining, 2 Toilet, 1 Balcony, and 1 car parking space on Ground floor measuring more or less 222 Sq.ft. as per sanctioned building plan (Developer's Allocation) of the said building together with undivided proportionate share of the land, fully and particularly mentioned in the Second Schedule written hereinafter at the total consideration money Rs. 32,00,000/- (Rupees Thirty Two Lakhs) only on the terms and conditions hereinafter appearing.

AND WHEREAS the Purchasers shall pay the full consideration money and also bear the legal charges and statutory dues for the registration of the deed of conveyance for the said flat.

AND WHEREAS the Developer hereby confirms that prior to entering into this agreement with the Purchasers herein they did not sign in any other agreement with any third party or receive any advance for sale of the said flat of the said building.

AND WHEREAS all disputes and differences arising out of this agreement or in relation to the determination of any liability of the parties hereto or the construction and interpretation of any of the terms or meaning given herein shall be referred to the competent Court of Law having Competent Jurisdiction.

NOW THIS PRESENT WITNESS and it is hereby agreed by and between the parties hereto as follows:-

1. The Purchasers will get the completed flat in habitable condition of the said building with the undivided and proportionate share of the land underneath, with all common rights liberties amenities facilities from the Developer in accordance with the building plan sanctioned by the Rajpur-Gonarpur Municipality, such plan, design and specifications have been kept at the office of the

Developer for inspection and the Purchasers has seen the plan, design, drawing and specifications.

2. The value of the completed flat on the ground Floor of the said building **Rs. 32,00,000/- (Rupees Thirty Two Lakhs) only**. The mode of payment of the aforesaid value would be as follows:

| | | | |
|---|---------------------------------------------------------------------------------------------------------------|------------|--------------------|
| A | 1 st installment within the period of 10 th January 2020 | Rs. | 3,00,000/- |
| B | 2 nd installment within the period of 10 th February 2020 | Rs. | 5,00,000/- |
| C | 3 rd installment within the period of 10 th March 2020 | Rs. | 5,00,000/- |
| D | 4 th installment within the period of 10 th April 2020 | Rs. | 1,00,000/- |
| E | 5 th installment within the period of 10 th October 2020 | Rs. | 4,00,000/- |
| F | 6 th installment within the period of 10 th December 2020 | Rs. | 4,00,000/- |
| G | Balance amount will be paid by the Purchasers at the time of Registration or possession whichever is earlier. | Rs. | 10,00,000/- |
| | Total | Rs. | 32,00,000/- |

(Rupees Thirty Two Lakhs) only