

भारतीय गैर न्यायिक

दस
रुपये
₹.10

TEN
RUPEES

Rs.10

INDIA

INDIA NON JUDICIAL

विद्यमाना बंकिम बंगल WEST BANGAL

4048 810167

THE NEST

Pranay Ghosh
Partner

Arunkumar
Manika Ghosh

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the 29th day of
JANUARY, 2019.

BETWEEN

THE NEST

Sudip Ghosh
Partner

THE NEST


Manika Ghosh
Partner

Arunkumar
Manika Ghosh

011802

31 OCT 2019

Date.....
 S. CHAKRABORTY
 Advocate, Alipore Juggos' Court
 Kolkata - 22
 Sold to.....
 of.....
 Rupees.....


 Sankar Das
 Stamp Vendor
 Alipore Juggos' Court
 South 24 P.W. Rd.

2019

SRI AMARESH BHOWMIK (PAN: AMDPE4906F) son of Naresh Chandra Bhowmik, by faith - Hindu, by occupation - Business, by Nationality- Indian, residing at 10/4A, Justice Manmatho Mukherjee Road, Kolkata - 700009, presently residing at Garia, Sreenagar, P.O.- Dhalua, P.S.- Sonarpur, Kolkata -700152, West Bengal as his constituted attorney **M/S. THE NEST (PAN AAGFT3S17R)** a partnership firm having its office at P-9, Sreenagar Main Road, P.O. Panchasayar, P.S. Sonarpur, Kolkata 700094, represented by its partners namely **(1) SOUMENDU NAHA**, son of Sri Bibhu Ranjan Naha, (PAN ACYPN3362J), residing at P-9, Sreenagar Main Road, P.O. - Panchasayar, P.S. - Sonarpur, Kolkata - 700 094 **(2) SWADESH DAS**, son of Sri Nitya Ranjan Das, (PAN AVXPD2792E), residing at 398, Nayabad Road (Chak Garia), P.O. Panchasayar, P.S. Purba Jadavpur, Kolkata 700094 and **(3) PREMANGSU DAS**, son of Late Sunil Kumar Das, (PAN AESPD5778A), residing at B2/1, Ramgarh Colony, P.O. Naktala, P.S. Patuli, Kolkata 700047 hereinafter jointly called and referred to as the **LAND OWNER/ VENDOR** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives assigns) of the **FIRST PART** :

AND

1. ANANTA KUMAR GHOSH (PAN: AOTPG7348N), Son of Sudarshan Ghosh, by Nationality - Indian, by Faith - Hindu, by Occupation - Service and **2. MANIKA GHOSH (PAN: BJGPG3657R)** wife of Ananta Kumar Ghosh, both are residing at residing at - Vill- Bhuteswar, P.O. Sanbandha, Dist- Bankura, Pin- 722180, presently residing at C/O Debabrata Paul, 26 Ramkrishna Sarani, Dhalua, Kolkata- 700152, hereinafter called and referred to as the **PURCHASERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives assigns) of the **SECOND PART**.

THE NEST

Soumendu Naha
Partner

THE NEST

Soumendu Naha
Partner

THE NEST

Soumendu Naha
Partner

Ananta Kumar Ghosh
Manika Ghosh

AND

M/S. THE NEST (PAN AAGFT3517R) a partnership firm having its office at P-9, Sreenagar Main Road, P.O. Panchasayar, P.S. Sonarpur, Kolkata 700094, represented by its partners namely **(1) SOUMENDU NAHA**, son of Sri Bibhu Ranjan Naha, **(PAN ACYPN3362J)**, residing at P-9, Sreenagar Main Road, P.O. - Panchasayar, P.S. - Sonarpur, Kolkata - 700 094 **(2) SWADESH DAS**, son of Sri Nitya Ranjan Das, **(PAN AVXPD2792E)**, residing at 398, Nayabad Road (Chak Garia), P.O. Panchasayar, P.S. Purba Jadavpur, Kolkata 700094 and **(3) PREMANGSU DAS**, son of Late Sunil Kumar Das, **(PAN AESPD5778A)**, residing at B2/1, Ramgarh Colony, P.O. Naktala, P.S. Patuli, Kolkata 700047, all by faith Hindu, by nationality Indian, all by occupation Business, hereinafter called and referred to as the **"PROMOTER/DEVELOPER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, representatives, administration and assigns) of the **THIRD PART**, all are by Creed - Hindu, by nationality -Indian, hereinafter jointly and collectively called and 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 its heirs, successors, successor-in-office, executors, administrators, legal representatives assigns) of the **THIRD PART**.

WHEREAS Sri Amarash Bhowmik got a plot land from his father, Sri Naresh Chandra Bhowmik son of Late Umesh Chandra Bhowmik, by virtue of a deed of gift being deed no. 3528 for the year 1976 measuring more or less 10 Cottah Shali land, The said land lying and situates at Mouza- Dhalua, J.L.No.- 43, Touzi No. 340,342, R.S.Khatian No. 340, R.S.Dag No. 187, P.S.- Sonarpur within the local limit of the Rajpur Sonarpur Municipality, Holding No. 403, registering jurisdiction A.D.S.R. Sonarpur, in the District of South 24 Parganas.

AND WHEREAS by way of said gift deed the said Sri Amarash Bhowmik became the absolute Owner of the aforesaid property, more fully described in Schedule - A and paying taxes and charges and enjoying the premises free from all encumbrances.

THE NEST
Premangsu Das
Partner

THE NEST
Soumendou Naha
Partner

THE NEST
Amarash Bhowmik
Partner

Amarash Bhowmik
Manika Ghosh

AND WHEREAS Land Owner executed a Development Agreement on 16th day of December 2015 Being Book No. 1, Volume No. 1629-2015. Pages from 46592 to 46621 being Deed No. 162904074 In the year of 2015 at A.D.S.R. Garia, Being Power of Attorney Book No. 1, Volume No. 1629-2016. Pages from 491 to 508 being Deed No. 162904183 for the year 2015 at A.D.S.R. Garia.

AND WHEREAS with a view to developing or casing to be developed for construction of multistoried building on the said plot of land particularly described in the schedule below and hereinafter referred to "Said Building" according to the building plan and the building rules prescribed in the Rajpur Sonarpur Municipality and as per sanctioned building plan according to the specification of floor, elevation, sanitation in compliance the statutory requisites in the said property.

AND WHEREAS The developer has sanctioned the building plan, being plan no. 86/CB/02/77, from the Rajpur Sonarpur Municipality, Ward no. 2, dated 10/07/2019.

AND WHEREAS the present Purchasers herein has approached to the Developer for Purchasing a Flat (Developer's Allocation), being Flat No. 2B, measuring more or less 791 Sq.ft. super built up area on the 2nd floor (East - South side) (Developer's Allocation) consisting with 2 Bed Rooms, 1 Kitchen, 1 Dining cum living, 2 Toilets, along with 1 car parking space 135 Sq.ft. Ground Floor 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 Shali land measuring and area more or less of 4 Cottah 12 Chittaks lying and situated at **Mouza - Dhalua, J.L. No.43, R.S. Dag No.187 under R.S. Khatian No.340, L.R. Dag No. 197, L.R.Khatian. 3612, Holding No. 403 Dhalua, under Police Station Sonarpur, at present Narendrapur, District Sub-Registry office at Alipore-IV in the District of South 24 Parganas within the limits of Rajpur Sonarpur Municipality, Ward No.2, fully described in the First Schedule**

THE NEST

Rajiv Kumar
Partner

THE NEST

Sudip Kumar
Partner

THE NEST

Jayashankar
Partner

Mamika Ghosh

Amitabh

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 have agreed and satisfied to purchase the one flat, being **Flat No. 2B**, measuring more or less **825 Sq.ft. super built up area on the 2nd floor (East - South side) (Developer's Allocation)** consisting with **2 Bed Rooms, 1 Kitchen, 1 Dining cum living, 2 Toilets, along with 1 car parking space 135 Sq.ft. on the Ground Floor 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 of flat **Rs.31,64,000/- (Rupees Thirty One Lakhs Sixty Four Thousand)** only and car parking value **Rs. 2,50,000/- (Two Lakhs Fifty Thousand) Only, Total Rs. 34,14,000/- (Thirty Four Lakhs Forteen Thousand) Only** on the terms and conditions hereinafter appearing.

AND WHEREAS the Purchasers shall pay the full consideration money to the Developer and also bear the legal charges for the registration cost of the deed of conveyance for the said flat along with car parking space.

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 and car parking space 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.

THE NEST
Partner

THE NEST
Partner

THE NEST
Partner

Manika Ghosh

Amal Ghosh

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 of the said building with the undivided and proportionate share of the land underneath from the Developer in accordance with the building plan sanctioned by the Rajpur Sonarpur Municipality, such plan, design and specifications have been kept at the office of the Developer and the Purchasers have seen the plan, design, drawing and specifications and satisfied about the said construction and documents.

2. The value of the completed flat no. 2B on the 2nd Floor and car parking space of the said building **Total Rs. 34,14,000/- (Thirty Four Lakhs Forteen Thousand) Only**. The mode of payment of the aforesaid value would be as follows:

| | | |
|--|---|------------------------|
| A | Token Money paid by the Purchasers | Rs. 20,000 /- |
| B | At the time of agreement | Rs. 3,80,000/- |
| C | 1 st installment within the 7 th April 2020 | Rs. 10,00,000 /- |
| D | 2 nd installment within the 7 th August 2020 | Rs. 6,00,000 /- |
| E | 3 rd installment within the 15 th Dec 2020 | Rs. 7,00,000 /- |
| F | 4 th installment within the 7 th April 2021 | Rs. 6,00,000 /- |
| G | Balance amount will be paid by the Purchasers at the time of Registration or possession whichever is earlier. | Rs. 1,14,000/- |
| Total | | Rs. 34,14,000/- |
| (Thirty Four Lakhs Forteen Thousand) only | | |

3. That with the execution of Rs. 4,00,000 /- (Rupees Four Lakhs) only (by cheque/ cash) as per the memo of consideration herein below as part payment against the booking of flat being **Flat No. 2B, measuring more or less 791 Sq.ft. super built up area on the 2nd floor (East - South side) (Developer's Allocation) consisting with 2 Bed Rooms, 1 Kitchen, 1 Dining cum living, 2 Toilets, along with 1 car parking space 135 Sq.ft. Ground Floor as per sanctioned building plan (Developer's Allocation) of the said**

THE NEST
Partner

THE NEST
Partner

THE NEST
Partner

Manika Giresh
Ajunba KAL

building together with undivided proportionate share of the land and the Purchasers will enjoy their right accordingly.

4. That if the Purchasers defaults in payment of consideration money as per Agreement the default amount shall be charged @ 2% per month.
5. The developer will have full right and irrevocable power to cancel such booking by serving one month's written notice to the Purchasers, if the Purchasers do not pay the consideration money within the period of 20th months **from the date of execution of this Agreement For Sale** and if the Purchasers makes payment as per agreement, the Developer will make registration of sale deed with possession within the period of 20th months **from the date of execution of this Agreement For Sale** by the name of the Purchasers after getting the full payment (after deducting the instalment payment).
- 6.(a) That under no circumstances the Purchasers can obtain possession of the completed flat unless and until all sums payable under this Agreement is paid by the Purchasers to the Developer.
- 6.(b) That inspite of payment in full of the consideration money by the Purchasers to the Developer, if the Developer fails to hand over the said **flat** duly completed and register the same in favour of the Purchasers, the Developer shall be bound to pay interest @ 2% per month on the amount already paid to them till completion of the deal.
7. It is further agreed that upon delivery of the possession to the said flat unto the Purchasers by the Developer, the Purchasers shall contribute all Rajpur Sonarpur Municipality taxes and other charges and the Developer will make the arrangement of separate meter in the name of the Purchasers

THE NEST

Arvind Kumar
Partner

THE NEST

Sudhakar Singh
Partner

THE NEST

Manoj Kumar
Partner

Manika Ghosh

Arvind Kumar

at the cost of the Purchasers with in the period of 20th months.

8. The Purchasers do hereby further covenant and agrees with the Developer that they will abide by the rules and regulation of the society (if formed by the Flat Developer's later).
9. That the Developer will hand over the finished flat in complete condition to the Purchasers within the period of **20th months from the date of execution of this Agreement For Sale** together with possession letter but purchasers have right to measure the said flat area by the Engineer before registration of the said flat.
10. The total consideration amount of money **Rs. 34,14,000/- (Thirty Four Lakhs Forteen Thousand) Only** will be paid by the Purchasers at the time of registration to the Developer (after deducting the agreement money and installments paid thereafter).
11. That the open terrace and lobbies however commonly be used by all the Purchasers and it will be the common areas for the flat Owner.
12. 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.
13. All previous dues of the Vendors for the construction, renovation, civil or mechanical, electrical work done by any individual company, municipal taxes, CESC and sewages and water or any other dues shall be borne by the Developer and shall not be borne in full or part in any way by the Purchasers.

THE NEST

THE NEST

THE NEST

Pravin Kumar
Partner

Sudhakar Reddy
Partner

Jayashankar
Partner

Manika Ghosh

Amitabh Ghosh

14. The Purchasers shall not store any goods, articles or things in stair case, lobbies or other part or common place of the said building thereof.
15. Purchasers will pay the full consideration money and the legal charges for the purpose of transfer by Deed of Conveyance of the said flat of the said building and together with undivided proportionate share in land in favour of the Purchasers and Developer's Advocate will prepare the Agreement Documents and Deed of Conveyance.
16. 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 any of the terms or meaning given herein shall be referred to the competent Court of Law having Competent Jurisdiction.
17. The Purchasers has no right to obstruct other egress and ingress of the common passage of the building and the back side safety tank portion of the building and the Purchasers undertake that Developer can use and transfer the back side of the safety tank upper portion for the purpose of car parking.

FIRST SCHEDULE ABOVE REFERRED TO

LAND

ALL THAT piece and parcel of Shali land measuring and area more or less 4 Cottah 12 Chittaks lying and situated at **Mouza - Dhalua, J.L. No.43, R.S. Dag No.187 under R.S. Khatian No.340, L.R. Dag No. 197, L.R.Khatian. 3612, Holding No. 403 Dhalua, under Police Station Sonarpur, at present Narendrapur, District Sub-Registry**

THE NEST
THE NEST

THE NEST
THE NEST

THE NEST
THE NEST

Pranay Kumar
Partner

Sudesh Kumar
Partner

Partner

Manika Ghosh
Abanobhugh

office at Alipore-IV in the District of South 24 Parganas within the limits of Rajpur Sonarpur Municipality, Ward No.2, being butted and bounded in the manner following:

- ON THE NORTH : 8ft. Road
 ON THE SOUTH : 12ft. wide road.
 ON THE EAST : Land of Kalyan Majumder
 ON THE WEST : 16ft. wide road.

'SECOND' SCHEDULE ABOVE REFERRED TO

ALL THAT Flat No. 2B, measuring more or less 791 Sq.ft. super built up area on the 2nd floor (East - South side) (Developer's Allocation) consisting with 2 Bed Rooms, 1 Kitchen, 1 Dining cum living, 2 Toilets, along with 1 car parking space 135 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 4 Cottah 12 Chittaks lying and situated at Mouza - Dhalua, J.L. No.43, R.S. Dag No.187 under R.S. Khatian No.340, L.R. Dag No. 197, L.R.Khatian. 3612, Holding No. 403 Dhalua, under Police Station Sonarpur, at present Narendrapur, District Sub-Registry office at Alipore-IV in the District of South 24 Parganas within the limits of Rajpur Sonarpur Municipality, Ward No.2, with all common rights.

THIRD SCHEDULE

COMMON AREA

1. Stair Case on all the floors of the said Building,
2. Stair Case landing on all the floors of the said building,
3. Common passage including the said entrance of the Ground floor landing to the top floor, lift and roof of the building,

THE NEST
 Manoj Kumar Das
 Partner

THE NEST
 Subhojit Das
 Partner

THE NEST
 Jyoti Das
 Partner

Manika Ghosh

Amal Das

4. Water pumps and water tanks, underground Reservoir, Overhead Tanks, Water Supply line,
5. Electric Service Line and Electric Main Line Wiring, Electric Pump installed in the Building and the Meter Room,
6. The Meter Room,
7. Drainage and Sewerage system,
8. Boundary walls and gate,
9. All other common passages of the premises which may be required for ingress and egress of the flat and the Ground floor and for repair and maintenance of the Sewerage, drainage or electricity lines.
10. Such other common parts, areas, equipments, installations, fixtures and fittings and spares in or about the said building as are necessary space in common.

SPECIFICATION OF CONSTRUCTION

| | | |
|-------------------|---|---|
| FOUNDATION | : | R.C. Column foundation with super structure. |
| BRICK WORK | : | 125 mm thick mortar 1:5. Plastering inside wall Plaster of Parise and outside cement mortar 1:5. |
| WINDOW | : | Alluminium sliding windows with glass Panel and grill with paint. |
| DOOR | : | Door frame Sal Wood made and Flash Door (ply) |
| KITCHEN | : | Floor Marble and Black stone kitchen platform with a cylinder space, sink, tap water connection and 2.5' ft. height glazed tiles form Kitchen platform. |

THE NEST
Pranay Kumar
 Partner

THE NEST
Sudhakar
 Partner

THE NEST
Pradeep
 Partner

Amulya Kishor Manika Ghosh

TOILET : Floor Anti Skid Tiles and wall 6' ft. height
Glazed Tiles from Ground floor cutting.

FLOORING : All floors be Marvel finished.

ELECTRIC POINT : Electric wiring will be concealed with ISI
standard wire with following connection to be made.

- a. Bed Room - 2 light points, 1 fan points, 5 amp panel one extra
plug extra point.
- b. Dining cum drawing - 3 light points, 2 fan points, 15 amp & 5
amp plug points.
- c. Kitchen - one light point, one exhaust fan point, one water
connection point, one 15 amp plug points, one acquagard.
- d. Attached Toilet - 1 light point, one exhaust fan point.
- e. Toilet - 1 light point, one Geczer point, and one extra plug
point.
- f. Sanitation Standard Indian type Pan to be provided toilet,
toilet tap, shower & One basin to be provided in dining space.
- g. Painting - Inside Plaster of Paris, outside colour wash.

THE NEST
Partner

THE NEST
Partner

THE NEST
Partner

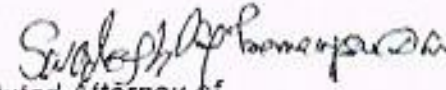
Amanbarkugh Manika Ghosh

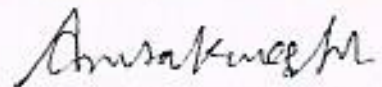
IN WITNESS WHEREOF both the parties put their respective signatures on this agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the **PARTIES** at Kolkata in the presence of:

Witnesses :

1. Samrat Mukherjee
3257 Nayabad
Kat-94


Constituted Attorney of
Sri Amarendra Das
As constituted attorney of the
said Owner


Anusakti Ghosh
Monika Ghosh

Signature of the Purchasers

2. Sujit Adhikari

L-5 Sreenagar
P.O - Panchsagar
Kat-94

THE NEST THE NEST THE NEST
 
partner Partner Partner

Signature of the Developer/
Confirming Party

Drafted by :

Subhendu Kumar Hota
Advocate
High Court Calcutta

Typed by :

M.K.M. Type Centre
10, Old Post Office Street,
Kolkata -700 001.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Purchasers the within mentioned sum of Rs. 4,00,000/- (Rupees Four Lakhs only) being the Consideration as per Memo below:

MEMO OF CONSIDERATION

| Date | Bank | Cheque No./Cash | Amount (Rs) |
|----------------------------------|-----------|---------------------------|-------------|
| 08/11/19 | | Cash. | 20,000/- |
| 29/01/20 to 30/01/20 30/01/20 | IDBI Bank | 325038, 325039, 325040 | 3,80,000/- |
| | | | |
| | | | |
| | | | |
| | | TOTAL : | 4,00,000/- |

(Rupees Four Lakhs only)

Witnesses :

1. *Saurabh Mukherjee*
3257 Nagabhad
Kol - 94

THE NEST THE NEST

Saurabh Mukherjee
Partner Partner

THE NEST
Saurabh Mukherjee
Partner

Signature of the Developer /
Confirming Party

2. *Sujit Adhikari*
L-5 Srivenkateswara
P.O - Pancharajgarh
Kol - 94