



पश्चिम बंगाल WEST BENGAL

45AB 007379

THE NEST  
*Pranomya*  
Partner

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the *20th* day of  
*July*, 2020.

BETWEEN

THE NEST  
*Swalishop*  
Partner

THE NEST  
*Pranomya*  
Partner


*Pranomya*

007008

13 JUL 2020

S CHAKRABORTY  
Advocate, Alipore Judges' Court  
Kolkata - 27

To \_\_\_\_\_  
Address to \_\_\_\_\_  
of \_\_\_\_\_  
Rupees \_\_\_\_\_

  
Samiran Das  
Stamp Vendor  
Alipore Police Court  
South 24 P.S., Kolkata

**SRI AMARESH BHOWMIK (PAN: AMDPB4906F)** 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 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 AESPDS778A)**, 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

**PROTIMA MONDAL (PAN: 3JGPM2284)** wife of Basudeb Mondal, by Nationality - Indian, by Faith - Hindu, by Occupation - Business, residing at - Dhalua, Kalitala, P.O. Dhalua, P.S. Narendrapur, Kolkata- 700152, hereinafter called and referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, successors, executors, administrators, legal representatives assigns) of the **SECOND PART**.

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

THE NEST  
Premangsu Das  
Partner

THE NEST  
Subhasree Das  
Partner

THE NEST  
Protima Mondal  
Partner

Protima Mondal

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 AESPDS778A), 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**.

THE NEST

*Partner*

THE NEST

*Partner*

THE NEST

*Partner*

**WHEREAS** Sri Amaresh 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 Amaresh 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.

**AND WHEREAS** Land Owner executed a Development Agreement on 16<sup>th</sup> 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.

*Pratima Mondal*

**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 Purchaser herein has approached to the Developer for Purchasing a Flat (Developer's Allocation), being Flat No. 2A, measuring more or less 529 Sq.ft. super built up area on the 2<sup>nd</sup> floor, (East North Side) (Developer's Allocation) consisting with 1 Bed Rooms, 1 Kitchen cum Dining, 1 Toilet, 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** 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 Purchaser have agreed and satisfied to purchase the one flat, being Flat No. 2A, measuring more or less 529 Sq.ft. super built up area on the 2<sup>nd</sup> floor, (East North Side) (Developer's Allocation) consisting with

THE NEST  
Partner

THE NEST  
Partner

THE NEST  
Partner

Pratima Mondal

Partner

**1 Bed Rooms, 1 Kitchen cum Dining, 1 Toilet, 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. 20,00,000/- (Rupees Twenty Lakhs) only** on the terms and conditions hereinafter appearing.

THE NEST  
Partner  
*Pratima Mondal*

**AND WHEREAS** the Purchaser 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.

THE NEST  
Partner  
*Savitri Singh*

**AND WHEREAS** the Developer hereby confirms that prior to entering into this agreement with the Purchaser 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.

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

1. The Purchaser 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 Purchaser have seen the plan, design, drawing and specifications and satisfied about the said construction and documents.
2. The value of the completed flat no. 2A on the 3<sup>rd</sup> Floor **Rs. 20,00,000/- (Rupees Twenty Lakhs) Only** The mode of payment of the aforesaid value would be as follows:

THE NEST  
Partner  
*Pratima Mondal*

*Pratima Mondal*

*Pratima Mondal*

THE NEST  
Partner

THE NEST  
Partner

THE NEST  
Partner

A	At the time of agreement on Bandhan Bank New Garia Road. che no - 555029	Rs.	4,00,000/-
B	1 <sup>st</sup> installment will be paid by the purchaser within the period of September/2020 date on 25/9/20	Rs.	1,25,000/-
C	2 <sup>nd</sup> installment will be paid by the purchaser within the period of October/2020 date on 15/10/20	Rs.	1,25,000/-
D	3 <sup>rd</sup> installment will be paid by the purchaser within the period of 15/11/20	Rs.	1,25,000/-
E	4 <sup>th</sup> installment will be paid by the purchaser within the period of 15/12/20	Rs.	1,25,000/-
F	5 <sup>th</sup> installment will be paid by the purchaser within the period of 15/01/21	Rs.	1,25,000/-
G	6 <sup>th</sup> installment will be paid by the purchaser within the period of 15/02/21	Rs.	1,25,000/-
H	7 <sup>th</sup> installment will be paid by the purchaser within the period of 15/03/21	Rs.	1,25,000/-
I	8 <sup>th</sup> installment will be paid by the purchaser within the period of 15/04/21	Rs.	1,25,000/-
J	9 <sup>th</sup> installment will be paid by the purchaser within the period of 15/05/21	Rs.	1,25,000/-
K	10 <sup>th</sup> installment will be paid by the purchaser within the period of 16/05/21, 15/06/21, 15/07/21	Rs.	3,75,000/-
L	Balance amount will be paid by the Purchaser at the time of Registration or possession whichever is earlier.	Rs.	1,00,000/-
<b>Total</b>		Rs.	<b>20,00,000/-</b>

**(Rupees Twenty Lakhs) Only**

3. That with the execution of Rs. 4,00,000/- (Rupees Four Lakhs) <sup>one only.</sup> only (by cheque/ cash) as per the memo of consideration herein below as part payment against the booking of flat being Flat No. 2A, measuring more or less 529 Sq.ft. super built up area on the 1<sup>st</sup> floor, (East North Side) (Developer's Allocation) consisting with 1 Bed Rooms, 1 Kitchen cum Dining, 1 Toilet, as per sanctioned

Pratima Mondal

**building plan** (Developer's Allocation) of the said building together with undivided proportionate share of the land and the Purchaser will enjoy their right accordingly.

4. That if the Purchaser 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 Purchaser, if the Purchaser do not pay the consideration money within the period of 20<sup>th</sup> months **from the date of execution of this Agreement For Sale** and if the Purchaser makes payment as per agreement, the Developer will make registration of sale deed with possession within the period of 20<sup>th</sup> months **from the date of execution of this Agreement For Sale** by the name of the Purchaser after getting the full payment (after deducting the installment payment).
- 6.(a) That under no circumstances the Purchaser can obtain possession of the completed flat unless and until all sums payable under this Agreement is paid by the Purchaser to the Developer.
- 6.(b) That inspite of payment in full of the consideration money by the Purchaser to the Developer, if the Developer fails to hand over the said **flat** duly completed and register the same in favour of the Purchaser, 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 Purchaser by the Developer, the Purchaser 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 Purchaser at the cost of the Purchaser with in the period of 20<sup>th</sup> months.

THE NEST  
Poojya Sonar  
Partner

THE NEST  
Swati Khatu  
Partner

THE NEST  
Jyoti Khatu  
Partner

✓ Poojya Mondel



8. The Purchaser 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 Purchaser within the period of **20<sup>th</sup> months from the date of execution of this Agreement For Sale** together with possession letter but Purchaser 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. 20,00,000/- (Rupees Twenty Lakhs) Only** will be paid by the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser.
14. The Purchaser shall not store any goods, articles or things in stair case, lobbies or other part or common place of the said building thereof.
15. Purchaser will pay the full consideration money and the legal charges for the purpose of transfer by Deed of Conveyance of

THE NEST  
Partner

THE NEST  
Partner

THE NEST  
Partner

✓ Prastime Mondal

the said flat of the said building and together with undivided proportionate share in land in favour of the Purchaser 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 Purchaser has no right to obstruct egress and ingress of the common passage of the building. The land owner and developer have right to use the back side safety tank portion (50% back side portion of land owner and 50% back side portion of developer) of the building for the purpose of car parking space and the land owner and developer have right to construct any concrete slab back side upper portion of the safety tank of the east south north portion of the said building and purchaser undertakes that he/they shall not claim against the said parking space in future against the said landowner and purchaser shall not use the said car parking space of the said building.

**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 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:**

THE NEST  
Lawrence Saha  
Partner

THE NEST  
Sudesh Kumar  
Partner

THE NEST  
Pranab Kumar  
Partner

✓ Prastina Mondal

- 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. 2A, measuring more or less 529 Sq.ft. super built up area on the 1<sup>st</sup> floor, (East North Side) (Developer's Allocation) consisting with 1 Bed Rooms, 1 Kitchen cum Dining, 1 Toilet, 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 uttar, Kolkata- 700152 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  
Prasanna  
Partner

THE NEST  
Sudhakar  
Partner

THE NEST  
Jyoti  
Partner

Pratima Mondal ✓

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

- |                   |   |   |
|-------------------|---|---|
| <b>FOUNDATION</b> | : | R.C. Column foundation with super structure.  |
| <b>BRICK WORK</b> | : | 125 mm thick mortar 1:5. Plastering inside wall Plaster of Paris and outside cement mortar 1:5. |
| <b>WINDOW</b>     | : | Alluminium sliding windows with glass Panel and grill with paint.                               |
| <b>DOOR</b>       | : | Door frame Sal Wood made and Flash Door (ply)   |

THE NEST  
*Pratima Mondal*  
 Partner

THE NEST  
*Swaleha*  
 Partner

THE NEST  
*Pratima Mondal*  
 Partner

✓ Pratima Mondal

**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.

**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 Geezer 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

*Pratima Mondal*  
Partner

THE NEST

*Sanku Das*  
Partner

THE NEST

*Pratima Mondal*  
Partner

*Pratima Mondal*

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:

THE NEST Partner  
AND *Jomonkanta* Partner  
THE NEST Partner *Swabha* Partner  
THE NEST Partner *Pramod* Partner  
Constituted Attorney of  
Sri Amaresh Bhowmik

**Witnesses :**

**As constituted attorney of the said Owner**

THE NEST

Partner

1. *Sujit Adhikari*  
45 Sreenagar  
PO - Bancha-Sagar  
Kol-94

*✓ Pralima Mondal*

**Signature of the Purchaser**

THE NEST

Partner

2. *বাসুদেবমণ্ডল*  
*বাসুদেব মণ্ডল*  
*মনি-বাসুদেব*  
*৬৬/৫/১৫২*

THE NEST Partner *Jomonkanta* Partner  
THE NEST Partner *Swabha* Partner  
THE NEST Partner *Pramod* Partner

**Signature of the Developer/  
Confirming Party**

**Drafted by :**

THE NEST

Partner

**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 Purchaser as a part payment/ advance money the within mentioned sum of Rs. 4,00,000/- (Rupees Four Lakhs only) total consideration Rs. 20,00,000/- (Rupees Twenty Lakhs) Only as per Memo below:

**MEMO OF CONSIDERATION**

Date	Bank	Cheque No./Cash	Amount (Rs)
20/07/20	BANDHAN BANK New Gurgaon	080023	4,00,000/-
		TOTAL :	4,00,000/-

(Rupees Four Lakhs only)

**Witnesses :**

1. Sajit Adhikari  
L-5 Sreenagar  
PO - Panehalagar  
Kol-74

THE NEST  
Pranabendra  
Partner

THE NEST  
Sudhakar  
Partner

THE NEST  
Pranabendra  
Partner

2. বাসুদেব মল্লিক  
কুমিল্লা  
মাঝা-বৈষ্ণবপুর  
পিন: 152

Signature of the Developer /  
Confirming Party