

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

44AB 741655

Somaya Mukherjee

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the *01st* day of
MARCH, 2020.

BETWEEN

THE NEST
Somaya Mukherjee
Partner
THE NEST
Sudesh H Dey
Partner
THE NEST
Jayadev
Partner

Somaya Mukherjee

12 FEB 2020

3355

10/-

Naresh Chatterjee (Advocate)
Alipore Police Court

9

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 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

SOUMYA MUKHERJEE (PAN: APSPM8523M) son of Late Satyabrata Mukherjee by Nationality - Indian, by Faith - Hindu, by Occupation - Service, residing at - 214, Dhalua, Sreenagar Road, Mallicka Apartment, P.O. Dhalua, 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 their 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
Soumya Mukherjee
Partner

Soumya Mukherjee

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, Rangarh 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 Amaresh Bhowmik got a plot land from his father, Sri Narsh 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 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.

THE NEST

THE NEST

THE NEST

Sonarpur, P.S. RA
OverseerSudhakar Das
PartnerSudhakar Das
Partner

Sonarya Mukherjee

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. 3C, measuring more or less 1263 Sq.ft. super built up area on the 3rd floor (South West North side) (Developer's Allocation) consisting with 3 Bed Rooms, 1 Kitchen, 1 Dining cum living, 2 Toilets, 1 Veranda 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, Pin- 700152** 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.

THE NEST
Partner

THE NEST
Sublessee
Partner

THE NEST
Partner

Soumya Mukherjee

AND WHEREAS the developer has agreed to sell and the Purchaser have agreed and satisfied to purchase the one flat, being **Flat No. 3C**, measuring more or less 1263 Sq.ft. super built up area on the 3rd floor (South West North side) (Developer's Allocation) consisting with 3 Bed Rooms, 1 Kitchen, 1 Dining cum living, 2 Toilets, 1 Veranda along with 1 car parking space 135 Sq.ft. 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.50,00,000/- (Rupees Fifty Lakhs) only and car parking value Rs. 3,00,000/- (Three Lakhs) Only, Total Rs. 53,00,000/- (Fifty Three Lakhs) Only + GST Extra on the terms and conditions hereinafter appearing.

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.

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

THE NEST

Partner

THE NEST

Partner

THE NEST

Partner

Sourya Mukherjee

Sourya Mukherjee

seen the plan, design, drawing and specifications and satisfied about the said construction and documents.

2. The value of the completed flat no. 3C on the 3rd Floor and car parking space of the said building **Rs. 53,00,000/- (Fifty Three Lakhs) Only + GST Extra** The mode of payment of the aforesaid value would be as follows:

A	Token Money paid by the Purchaser	Rs. 30,000/-
B	At the time of agreement	Rs. 5,30,000/-
C	1 st installment within the 7 th April 2020	Rs. 3,40,000/-
D	3 rd installment within the 7 th August 2020	Rs. 10,00,000/-
E	3 rd installment within the 15 th Dec 2020	Rs. 11,00,000/-
F	4 th installment within the 7 th April 2021	Rs. 15,00,000/-
G	Balance amount will be paid by the Purchaser at the time of Registration or possession whichever is earlier.	Rs. 8,00,000/-

Total Rs. 53,00,000/-
(Fifty Three Lakhs) Only

3. That with the execution of Rs. 5,60,000 (Rupees Five Lakhs Sixty Thousand) only (by cheque/ cash) as per the memo of consideration herein below as part payment against the booking of flat being **Flat No. 3C, measuring more or less 1263 Sq.ft. super built up area on the 3rd floor (South West North side) (Developer's Allocation) consisting with 3 Bed Rooms, 1 Kitchen, 1 Dining cum living, 2 Toilets, 1 Veranda along with 1 car parking space 135 Sq.ft. Ground Floor as per sanctioned 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.**

THE NEST

Partner

THE NEST

Partner

THE NEST

Partner

Seemya Mukherjee

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 20th 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 20th 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 20th months.
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).

THE NEST

Ramesh Singh
Partner

THE NEST

Sandeep Singh
Partner

THE NEST

Sandeep Singh
Partner

Saranga Mishra

9. That the Developer will hand over the finished flat in complete condition to the Purchaser within the period of **20th 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. 53,00,000/- (Fifty Three Lakhs) Only + GST Extra** 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 said flat of the said building and together with undivided proportionate share in land in favour of the Purchaser and

THE NEST
Partner

THE NEST
Partner
Sudhakar Reddy

THE NEST
Partner
Jayashree

Saranya Mudebhatla

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 kund 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, Kolkata-700152** 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.

THE NEST
Partner
THE NEST
Subhojit
Partner
THE NEST
Sourabh
Partner

Sourabh Mukherjee

'SECOND' SCHEDULE ABOVE REFERRED TO

ALL THAT Flat No. 3C, measuring more or less 1263 Sq.ft. super built up area on the 3rd floor (South West North side) (Developer's Allocation) consisting with 3 Bed Rooms, 1 Kitchen, 1 Dining cum living, 2 Toilets, 1 Veranda 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 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, Kolkata - 700152 with all common rights.

THE NEST
Partner

THE NEST
Partner
Swati

THE NEST
Partner
Suman

Somaya Mukherji

THIRD SCHEDULECOMMON 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,
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 Paris 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

Souraya Mullaigiri

THE NEST
Partners

THE NEST
Partners

THE NEST
Partners

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

Ramanga
Partner

THE NEST

Subhadya
Partner

THE NEST

Janak
Partner

Sowmya Mukherjee

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. Sujit Adhikari
L-5 Greenagar
PO - Panchagar
KOL-94

2. Indira Mukherjee
Flat - 24, Hatticken Apartment -
214, Singar Dhalua Road
P.O. - Dhalua
Kolkata - 700152

Pranab Kumar Swadishay
Constituted Attorney of
Sri Amaresh Bhowmik
As constituted attorney of the
said Owner

Sonarya Mukherjee

Signature of the Purchaser

Pranab Kumar Swadishay *Swadishay* *Pranab Kumar Swadishay*
Partner Partner Partner

**Signature of the Developer/
Confirming Party**

Drafted by :

Subhendu Kumar Hota

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. 5,60,000/- (Rupees ^{Five lakhs sixty thousand only} Lakhs only) total consideration Rs. 53,00,000/- (Fifty Three Lakhs) Only as per Memo below:

MEMO OF CONSIDERATION

Date	Bank	Cheque No./Cash	Amount (Rs)
21/01/2020	STATE BANK OF INDIA	Cheque 622946 382	30,000/-
01/03/2020	STATE BANK OF INDIA	622948	5,30,000/-
		TOTAL :	5,60,000/-

Five lakhs sixty thousand only,
(Rupees Lakhs only)

Witnesses :

1. Sajit Adhikari
L-5 Sreenagar
P.O. Panchasagar
Kolkata-94

THE NEST THE NEST THE NEST
Jayanta Das Swadeshi Pramanjyoti
 Partner Partner Partner

Signature of the Developer /
Confirming Party

2. Indira Mukherjee
Flat - 3B, Mallika Apartment
214, Primagar Dhabra Road
P.O. - Dhabra
Kolkata - 700162