

BEFORE THE NOTARY PUBLIC  
GOVT OF INDIA 24 PGS CALCUTTA

## Notarial Certificate

To ALL TO WHOM these presents shall come I, S. P. SEN duly appointed by the Central Government as a Notary and practising within '24 Parganas & Calcutta' Union of India do hereby certify that the Paper Writings collectively marked "A" annexed hereto, hereinafter called the Paper Writings "A" are presented before me my the executant/s.



Nirmalya Bose Mondal  
No. 4, Bose Bagimdar

AM

Bappaditya Mondal  
No. 8, Mondal

30 AUG 2022

hereinafter referred as the "executant/s" on this the  
30 AUG 2022 in the year Two Thousand

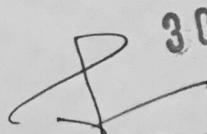
executant/s" having admitted the execution of the paper Writings  
and being satisfied as to the identity of the executant I have attested the  
signature.



### IN FAITH AND TESTIMONY WHEREOF, I, the

Said Notary have hereunto subscribed my  
name and affixed my seal of office this  
day of 20

30 AUG 2022

  
**S. P. SEN**

NOTARY

**GOVT. OF INDIA**

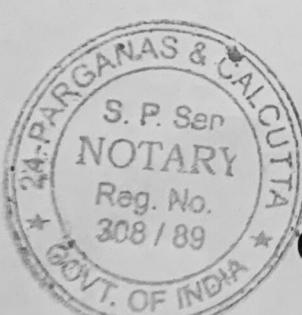
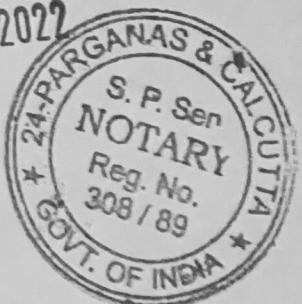
**REGD. NO. 308/89**

Old 17 New (15/12) Harisava Road, Anandapuri, Barrackpore

P.O. - Nona Chandanpukur, Kolkata - 700122

Phone : 2545-2664, Mobile : 9903039527 / 6289892277

E-mail : syama.prasad.sen@gmail.com



30 AUG 2022



পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

53AB 929352

MY  
SEAL

BEFORE THE NOTARY PUBLIC  
GOVT OF INDIA 24 PGS CALCUTTA

### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made the  
August, 2022 (Two Thousand Twenty Two) A.D.

#### BETWEEN

MR. NIRMALYA BASU MAJUMDAR, son of Uday Basu Majumder, PAN-AJMPM0566E, Adhaar No. 9787 4531 2213, Mobile No. 9874965906 by Faith-Hindu, by Nationality - Indian, residing at 280, Ciper Road, Konnagar, P.O- Konnagar, P.S- Uttarpara, Pin-712235, Dist- Hooghly, West Bengal and hereinafter referred to as the **Vendor** (which expression shall unless exclude by or repugnant to the subject or context to be deemed to mean and include their heirs, executors, legal representatives and assigns) of the **First Part**.

30 AUG 2022

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কার্যক নং 2022  
সন ২২/০৩/২০২২  
তারিখ ১৫ মে ২০২২  
জেতার পর ৫০, ০০  
সকল  
ষ্টাপ্স মূল্য ২০  
ষ্টাপ্স ডাক ১০  
হাবড়া, এ.ডি.এস, আব অকিল  
জেলা - উত্তর ২৪ পরগণা  
টি.ডি.মং  
ক্রয়ের ১  
মোট মূল্য 2650  
প্রিজারী আফস বারাসাত  
উত্তর ২৪ পরগণা  
বারাসাত প্রক্ষেপ ক্লিনিক

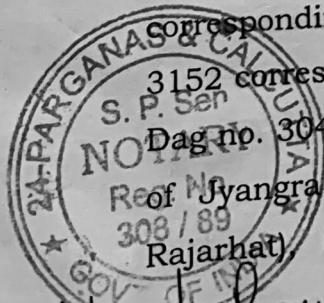
07 MAR 2022

**265000**

## A N D

**BAPPADITYA MONDAL** S/o Debasis Mondal, **PAN No.- AZCPM4676K**,  
**Adhaar No. 9279 4879 9139, Mobile No. 9804692336** by Faith-Hindu, by  
 Nationality - Indian, residing at Lohapur Bazar, Lohapur, Dist.- Birbhum  
 West Bengal- 731237; hereinafter referred to as the **PURCHASER** (which  
 expression shall unless excluded by or repugnant to the context be deemed  
 to mean or include his heirs, successor, administrator, legal representative  
 and assign) of the **SECOND PART**.

**WHEREAS** the Vendor here, Viz. **Nirmalya Basu Majumdar**, became the owner of the scheduled flat (more and particularly described in Second schedule here) **being flat no. VIII-2C**, on the **Second floor** on the said **building being Building/Block no. VIII** measuring **super built up area 989 Sq.ft.** more or less, **TOGETHER WITH** the undivided share in the Common parts, portions, Areas, Facilities and Amenities and **TOGETHER WITH** one covered car parking space in the Ground floor of a said multi storied building **TOGETHERWITH** the undivided imitable and proportionate share in the land comprised in the said premises mentioned in SCHEDULE-A here AND ALSO TOGETHER WITH the undivided proportionate share in all common parts portions area comprised in the Housing Complex namely "**PS IXORA**" lying and situated on a piece and parcel of Sali & Bastu land measuring 260.239 Decimals more or less under Mouza- Ghuni, J.L. no. 23, Touzi No. 178, R.S. No. 232 comprised in part of R.S. Dag no. 3044, corresponding to L.R. Khatian Nos. 2171, 1036/2 & 1579 and R.S. Dag no. 3045 corresponding to L.R. Khatian No. 636/1, and R.S. Dag no. 3152 corresponding to L.R. Khatian Nos. 1890/2, 1844/2 and 2036/1, and R.S. Dag no. 3044 corresponding to L.R. Khatian Nos. 2171, 636/3 & 1579, and R.S. Dag no. 3045 corresponding to L.R. Khatian No. 2171, and R.S. Dag no. 3044 corresponding to L.R. Khatian Nos. 1579, and R.S. Dag no. 3045 corresponding to L.R. Khatian Nos. 636/1, and R.S. Dag no. 3152 corresponding to L.R. Khatian Nos. 2005/4, 1844/2 & 2036/1, and R.S. Dag no. 3044 corresponding to L.R. Khatian Nos. 1036/2, 636/3, 1579 & 2171, and R.S. Dag no. 3045 corresponding to L.R. Khatian Nos. 636/1, and R.S. Dag no. 3044 corresponding to L.R. Khatian Nos. 1579, 636/3 & 2171, and R.S. Dag no.



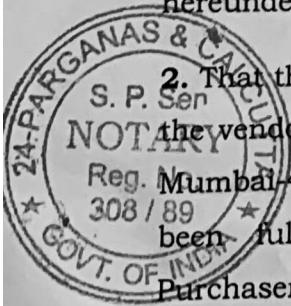
S. P. Sen  
 NOV 1989  
 Ref. No.  
 308 / 89  
 Govt. of India  
 Rajarhat, District- North 24 Parganas; by virtue of a Deed of Sale being no.  
 Nirmalya Basu Majumdar 30 AUG 2022 ✓ Bappaditya Mondal

12200 of 2022, registered at A.D.S.R.- Rajarhat, North 24 Parganas, recorded in Book no. I, Volume no. 1523-2022, Pages from 493074 to 493136, dated 27.07.2022; from PS GROUP REALITY PRIVATE LIMITED.

**AND WHEREAS** due to urgent need of money, the Vendor/First Part want to sell the said flat No. **VIII-2C** on the **Second floor** in the said Housing complex morefully and particularly described in the schedule below, subject to a good and marketable title being made in respect thereof and the said flat/property is being free from all encumbrances, attachment, charges and any other claims and demands, at or for a total consideration price of **Rs 46,00,000/- (Rupees Forty Six Lac)** only and the Purchaser/Second part has agreed to purchase the said flat/property as described in the schedule below, as offered by the Vendor/First Part on the amount of total consideration money of **Rs 46,00,000/- (Rupees Forty Six Lac)** only.

**IT IS HEREBY AGREED BY AND BETWEEN THE VENDOR/FIRST PART AND THE PURCHASER/SECOND PART AS FOLLOWS :-**

1. That the Vendor/First Part agrees to sell and The Purchaser/Second Part agrees to purchase "ALL THAT the Flat being no. **VIII-2C**, measuring super built up area **989 Sq.ft.** more or less on the **Second floor**, of the multi storied building together with the undivided proportionate share in the common parts, portions, areas, facilities and amenities together with the proportionate undivided share or interest in the land underneath of Jyangra Hatiara 2 No. Gram Panchayet, P.S. New Town (Previously Rajarhat), District- North 24 Parganas, morefully and particularly mentioned in the Second schedule hereunder written and hereinafter referred to as the said Flat/property as an absolute estate in free simple or an estate equivalent thereto subject to a good and marketable title being found free from all encumbrances, charges, attachments and other claims and demands at or for the price of **Rs 46,00,000/- (Rupees Forty Six Lac)** only subject to the terms and conditions hereunder contained.



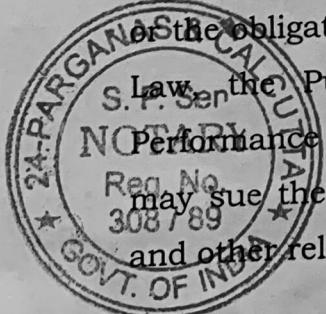
2. That the Purchaser/Second Part know that the above mentioned property of the vendor has been **mortgaged in HDFC Ltd., (Ramon House, Churchgate, Mumbai 400020, being home loan account no. 477597130,)** and having been fully satisfied about the present status of the property, the Purchaser/Second Part is entering into an agreement with the Vendor/First Part for purchasing the flat/property.

30 AUG 2022

Nimalya Banu Majumdar

Bappaditya Mondal

3. That the Purchaser/Second Part, paid today the Vendor/First Part the sum of **Rs 2,00,000/- (Rupees Two Lac)** only by NEFT to the bank account of the Vendor, and in the mean time the outstanding amount of the Home Loan of the Vendor will be cleared by some portion of consideration money paid by the Purchaser and after getting the Title deed of the Vendor from HDFC, the registration will be done and at/before the registration, rest amount of consideration money will be paid by the Purchaser through Indian Overseas Bank by issuing NEFT in the Bank Account of the Vendor viz. **NIRMALYA BASU MAJUMDAR** or by Bank draft.
4. That the Vendor/First Part doth hereby agrees to answer all reasonable requisitions on title to be made by the Purchaser/Second Part or his Advocate.
5. That if a good and marketable title is made out and after clearing the loan amount and closing the Home Loan Account in HDFC, the Vendor/First Part will execute a proper conveyance in favour of the Purchaser/Second Part or legal heirs as the case may be to pass and convey as absolute title unto the Purchaser/Second Part. The Vendor/First Part shall bear and pay all outgoings and liabilities of the Flat/property upto and inclusive of the date of sale.
6. That the Vendor/First Part shall deliver peaceful vacant khas possession of the Flat/property to the Purchaser/Second Part at the time of completion of the purchase.
7. That if a good and marketable title is not made out or the property is found to be subject to any encumbrances, charges or attachments or other claims or demands, the Purchaser/Second Part shall be at liberty to rescind this agreement and The Vendor/First Part shall in that event and on demand by the PURCHASER, refund all the said earnest money to the PURCHASER within one month from the date of cancellation of the agreement.
8. That if the Vendor/First Part fails and/or neglects to complete the sale after the title being made out as aforesaid or otherwise to carry out any one or more obligations of their part as hereunder provided or otherwise required by Law, the Purchaser/Second Part will be at liberty to enforce Specific Performance of agreement by institution of legal proceedings or at his option, may sue the VENDOR for recovery of the earnest money with interest, costs and other reliefs.
9. That if the title of the Flat/property is being found good and marketable but the Purchaser/Second Part fails or neglects to complete the sale transaction



Nirmalya Basu Majumdar

30 AUG 2022

Bappaditya Mondal

within 90 (ninety) days from this day, of executing this agreement the Vendors/First Part shall refund the earnest money to the purchaser after deducting 10% of the amount of earnest money.

**10.** That if any error in the description of the Flat/property is subsequently discovered, will be corrected in the Deed of Conveyance to be executed by the Vendor/First Part in favour of the Purchaser/Second Part.

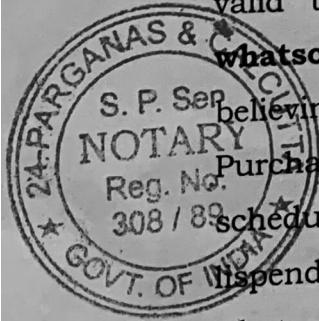
**11.** The Vendor shall sign any paper or papers, documents prescribed forms as would be required for **electricity connection, water connection and the privileges and amenities** for rehabilitations of the Purchaser.

**12.** The costs of stamp and registration thereof shall be borne and paid by the Purchaser.

**13.** The District courts and High Court at Kolkata alone shall have sole jurisdiction to entertain and try all actions, suits and proceedings arising out of defaults by any side if any otherwise an Arbitrator will be appointed.

**The Vendors have represented to the purchasers as follows-**

- a. There is no mortgage, charge, lien, lispendence, attachment, acquisition, requisition and encumbrances whosoever such as **arrear municipal taxes, outstanding electricity bills, maintenance charges** affecting the said property.
- b. The Vendor has not entered into any agreement with any person, firm or company for the sale of the said Flat.
- c. There is no suit or other legal proceedings pending in any Court affecting the said Flat.
- d. There will be no bar, statutory or otherwise, whereby the Vendor will be prevented from selling and conveying the said flat and passing good and valid title thereto to the purchaser **free from all encumbrances whatsoever** Relying upon the aforesaid representations of Vendors and believing the same to true and correct and acting on the faith thereof the Purchaser has agreed to purchase and the Vendor has agreed to sell the schedule mentioned flat free from all mortgages charges liens, lispendence, attachments, acquisitions, requisitions and encumbrances whatsoever.



Nimanya Banu Majumder

30 AUG 2022

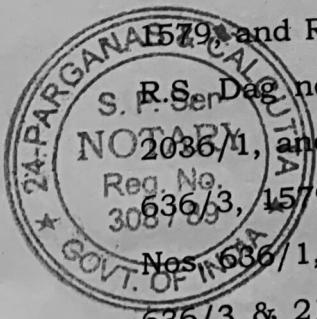
Bappaditya Mondal

**:- CONDITIONS :-**

1. That the purchaser shall be bound to do the registration with his own cost within the stipulated period as mentioned above. **AND** it is also mentioned here that after getting the whole rest amount, the vendor is bound to execute the Sale Deed and will co-operate in all manners for arranging procedures of registration by the cost of the purchaser.
2. That before registration the vendor will clear all maintenance bills and will pay taxes of the scheduled flat as on date.
3. That after registration of necessary Sale Deed, the purchaser will get the keys of the flat & all previous original deed/deeds and other necessary papers & documents from the present vendor.
4. That the purchaser shall not be entitled to carry on any illegal or immoral trade or business in the said flat or in any part of the building.
5. That the purchaser agreed to buy this flat in it's present condition and hereby execute this agreement.

**:- THE FIRST SCHEDULE- (A) :-****(The said Premises)**

**ALL THAT** piece and parcel of land measuring 260.239 Decimals more or less under Mouza- Ghuni, J.L. no. 23, Touzi No. 178, R.S. No. 232 comprised in part of R.S. Dag no. 3044, corresponding to L.R. Khatian Nos. 2171, 1036/2 & 1579 and R.S. Dag no. 3045 corresponding to L.R. Khatian No. 636/1, and R.S. Dag no. 3152 corresponding to L.R. Khatian Nos. 1890/2, 1844/2 and 2036/1, and R.S. Dag no. 3044 corresponding to L.R. Khatian Nos. 2171, 636/3 & 1579, and R.S. Dag no. 3045 corresponding to L.R. Khatian No. 2171, and R.S. Dag no. 3044 corresponding to L.R. Khatian Nos. 636/1, and R.S. Dag no. 3045 corresponding to L.R. Khatian Nos. 2005/4, 1844/2 & 2036/1, and R.S. Dag no. 3152 corresponding to L.R. Khatian Nos. 1036/2, 636/3, 1579 & 2171, and R.S. Dag no. 3044 corresponding to L.R. Khatian Nos. 636/1, and R.S. Dag no. 3044 corresponding to L.R. Khatian Nos. 1579, 636/3 & 2171, and R.S. Dag no. 3152 corresponding to L.R. Khatian Nos. 2026/2, 1844/2 & 2036/1, and R.S. Dag no. 3045 corresponding to L.R.



Nimadeen Barni Majmudar

30 AUG 2022

Bappaditya Mondal

Khatian Nos. 1579 within the jurisdiction of Jyangra Hatiara 2 No. Gram Panchayet, P.S. New Town (Previously Rajarhat), District- North 24 Parganas,

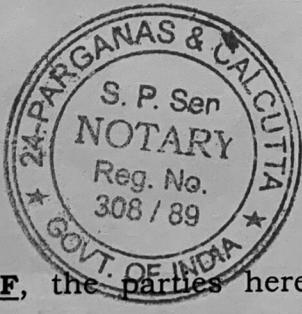
**which is butted and bounded by :-**

- ❖ On The North : Balcony & Building No. 07.
- ❖ On The South : Main Gate, Stairs & Lift.
- ❖ On The East : Boundary wall.
- ❖ On The West : Vacant Space & Park.

**-: THE SECOND SCHEDULE- (B) :-**

**(Said Flat)**

**ALL THAT** a self contained Flat being no. VIII-2C, on the **Second floor** of the said **building being Building/Block no. VIII** measuring **super built up area 989 Sq.ft.** more or less **TOGETHER WITH** the undivided share in the Common parts, Portions, Areas, Facilities and Amenities and **TOGETHER WITH** one covered car parking space in the Ground floor of a Housing Complex namely "**PS IXORA**" **TOGETHERWITH** the undivided imitable and proportionate share in the land comprised in the said premises mentioned in SCHEDULE-A hereinabove AND ALSO TOGETHER WITH the undivided proportionate share in all common parts, portions & areas comprised in the said Building.



**IN WITNESSES WHEREOF**, the parties herein have here unto put their respective signature on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED BY**

The parties in the presence of:

✓ Nirmalya Baru Majumdar

30 AUG 2022

✓ Bappaditya Mondal

WITNESSES :-

1)

*Nimayen Banu Majumder*

Signature of the VENDOR

2)

*Bappaditya Mondal*

Signature of the PURCHASER

-: MEMO OF CONSIDERATION :-

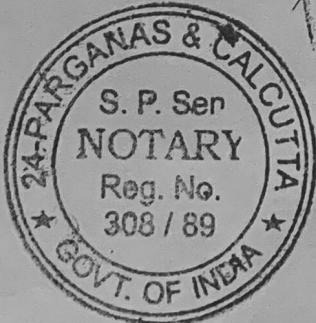
RECEIVED Rs. 2,00,000/- (Rupees Two Lac) ONLY as advance.

| <u>Date</u> | <u>Cheque no.</u> | <u>Bank name</u> |
|-------------|-------------------|------------------|
| 24.08.2022  | N236222090145697  | HDFC Bank        |

*Nimayen Banu Majumder*

SIGNATURE OF THE VENDOR

*Authenticated  
by  
Arun  
Adv.*



ATTESTED  
S.P. Sen  
Reg. No. 308/89  
Govt. of India  
24 Pgs. & Calcutta

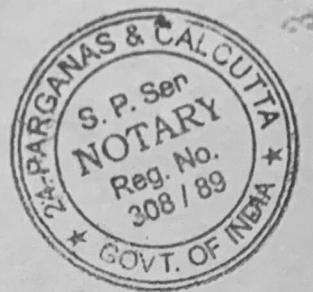
30 AUG 2022

Dated Day of

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30 AUG 2022

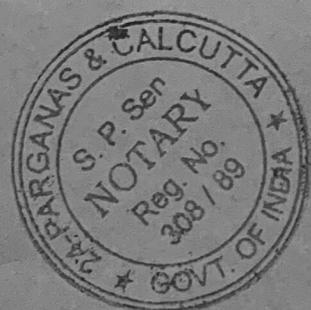


In the Matter of  
Instrument "A"

And

In the Matter of

**NOTARIAL CERTIFICATE**



  
**S. P. SEN**

ADVOCATE

&

NOTARY PUBLIC

GOVT. OF INDIA

Regd. No. 308/89

Old 17 New (15/12) Harisava Road, Anandapuri, Barrackpore

P.O. - Nona Chandanpukur, Kolkata-700122

Phone : 2545-2664, Mobile : 9903039527 / 6289892277

E-mail : syama.prasad.sen@gmail.com