

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT made this 4th day of January, 2024

(Two thousand Twenty Four).

BETWEEN

(1) **SMT MINU MALLICK**, (PAN CNMPM1657E), wife of Late Bhabani Prasad Mallick, residing at Bidhanpally, P.O.& P.S. Madhyamgram, Dist: North 24 Parganas, Kolkata 700 129.(2) **SMT NIBEDITA KARMAKAR (MALLICK)**, having pan no DPRPK4371F, wife of Sudin Karmakar and D/O Late Bhabani Prasad Mallick, by faith-Hindu, by Nationality –Indian, by occupation –House wife, residing at 41/2, Sarat Chatterjee Road, P.O.New Barrackpore, P.S. New Barrackpore, District – North 24 Parganas, Kolkata-700131(3) **SMT. BANHITA MITRA (MALLICK)**, having Pan No.CQHPM6249Q, wife of Late Subhash Mitra and D/O Late Bhabani Prasad Mallick, by faith-Hindu, by Nationality –Indian, by occupation –House wife, residing at Bidhanpally, P.O & P.S. Madhyamgram, Dist: 24 Parganas North, Kolkata 700 129 and (4) **SMT. ARPITA TARAFDAR(MALLICK)**, having Pan No. AVWPT2294C, wife of Sukhen Tarafdar and and D/O Late Bhabani Prasad Mallick, by faith-Hindu, by Nationality – Indian, by occupation –House wife, residing at Vill: Bagda, P.O & P.S. Bagda, District: 24 Parganas North, Pin 743232, hereinafter jointly and collectively referred to as LAND OWNERS, represented by their Constituted Attorney- **SRI BENIMADHAB KUMAR**, having pan no AFEPK6595D, son of Late BirendraNath Kumar, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 466, S.K.B Sarani, P.S. Dum Dum, Kolkata-700030, Dist. North 24- Parganas, hereinafter referred to as the **“VENDOR”**(Which expression shall unless excluded by or repugnant to the context be deemed to mean and include their/its heirs, executors, administrators, legal representatives and assigns and its Successor or successors in trust and assigns) of the **FIRST PART**.

-AND-

BENIMADHAB CONSTRUCTION PVT LTD, having pan no AADCB1610P, a company incorporated under the Indian Companies Act 1956, having CIN No U70101WB2006PTC110042, having its Registered Office at Uttarayan Apartment, Gr. Floor, 466, S.K.B Sarani, Sethbagan, P.S Dum Dum, Kolkata – 700030, District North 24-Parganas, West Bengal, represented by its Managing Director, **Mr. BENIMADHAB KUMAR**, SON OF Late BirendraNath Kumar, by faith-Hindu, by occupation-Business, residing at 466, S.K.B. Sarani, P.S.-Dum Dum, Kolkata-700030, Dist- North 24 Parganas, hereinafter referred to as the **DEVELOPER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

-A N D -

Mr. Pradip Kumar Paul... having pan no, son of Late. Adhir Kumar Paul, by faith-Hindu, by Nationality – Indian, by occupation –Retired Person, residing at Bidhanpally, Madhyamgram, P.O.& P.S. Madhyamgram, District – North 24 Parganas, Kolkata-700129., hereinafter called and referred to as the **“PURCHASER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

W H E R E A S One Upendranath Chowdhury entered into an Agreement for Sale in respect of below mentioned Schedule of Property with Bhabani Prasad Mallick on 27.03.1962 and having received the consideration price said Upendra nath Chowdhury handed over peaceful possession of the said property to Bhabani Prasad Mallick. Bhabani Prasad Mallick started staying there upon by constructing one temporary mud structure approx. 600 sqft area. Upon the expiry of the agreement, said Upendra nath Chowdhury instead of granting Deed Of Conveyance approached the Court for Eviction vide Title Suit No 42, of the year 1965 and got Decree from the Court. Bhabani Prasad Mallick, thereafter, approached the District Judges Court, Alipore, vide Appeal No 458 of the year 1968, which was shifted to Court No 12, Additional District Judge, Alipore and after the hearing the Court upheld the verdict of lower court on 31.03.1970. Then Bhabani Prasad Mallick went to Kolkata High Court vide Apple No 1025 of the year 1972, against the Decree of Addl. Judges Court. Alipore. And here, after a long trial the Ld. Kolkata High Court passed verdict in favour of said Bhabani Prasad Mallick

dismissing all earlier verdicts of the lower courts and Addl. Judges Court. Alipore, on 30.03.1990, as per T.P. Act. Cl. No. 53, stating that Bhabani Prasad Mallick would enjoy the Property for Permanent Settlement.

AND WHEREAS after seized and possessed the said plot of land measuring more or less 32 decimal, said Bhabani Prasad Mallick, mutated his name in the record of Madhyamgram Municipality and also in the record of B.L.R.O., Barasat. And during his peaceful possession he died on 19th December 1994 leaving behind his wife Smt. Minu Mallick and three daughters namely Nibedita Mallick, Banhita Mallick and Arpita Mallick, as his legal heir/warishon.

AND WHEREAS after seized and possessed the said plot of land measuring more or less 32 decimal, the said land ladies donated a piece of land in the front road side approx. 5.0 (Five point zero) decimal to their near relative Mr. Shyamal Prasad Mallick vide Gift Deed duly registered at ADSRO, Barasat.

AND WHEREAS after seized and possessed the said plot of land measuring more or less 27 decimal with one dilapidated building approx. 600 sqft area there on, all the four land owners become @ ¼ th shareholder of this undivided property, mutated their names in the record of Madhyamgram Municipality and B.L.R.O. Barasat. By virtue of a Gift Deed No. 03376 for the year 2014, Registered Book 1, CD Volume No 21, Page No 1066 to 1083 duly registered at A.D.S.R.O. Barasat. Smt. Minu Mallick transferred her all easement rights of her share to her three daughters namely Nibedita Mallick, Banhita Mallick and Arpita Mallick. Thus, Nibedita Karmakar (Mallick), Banhita Mitra (Mallick) and Arpita Tarafdar (Mallick) become absolute owner of the said property of 27 decimal land situated at Holding No 261, Ward No 24, Madhyamgram Municipality, Dist: 24 Parganas North, Kolkata 700 129. And they jointly seized and possessed the same mutating their names before the competent authority of Madhyamgram Municipality as Holding No. 261, Ward No. 24, paying rents and taxes relating to the said property and it is free from all sorts of encumbrances whatsoever.

AND WHEREAS the said land owners Nibedita Karmakar (Mallick), Banhita Mitra (Mallick) and Arpita Tarafdar (Mallick), daughters of Late Bhabani Prasad Mallick and Smt. Minu Mallick, became the absolute owner and possessor of ALL THAT aforesaid piece and parcel of land measuring 16 (Sixteen) Cottahs 5 (Five) Chhitaks 16 (Sixteen) sqft i.e. 27 Decimal, more or less with one dilapidated building approx. 600 sqft area there on.

AND WHEREAS the said Nibedita Karmakar (Mallick), Banhita Mitra (Mallick) and Arpita Tarafdar (Mallick) being landowners, herein, are now fully seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** aforesaid piece of parcel of Bastu land measuring 16 (Sixteen) Cottahs 5 (Five) Chhitaks 16 (Sixteen) sqft i.e. 27 Decimal, more or less with one dilapidated building approx. 600 sqft area there on, lying in and situated at Mouza – Doharia, J.L.No. 45, R.S. and L.R. Dag No 263, 263/2034 and 265 under L.R. Khatian No. 4195 (Nibedita Karmakar Mallick), 4554 (Banhita Mitra Mallick), 4388 (Arpita Tarafdar Mallick) at Holding No 261, ward no 24, of Bidhanpally, under Madhyamgram Municipality, P.S. Madhyamgram, within the Jurisdiction of A.D.S.R.O., Barasat, District –North 24 Parganas.

AND WHEREAS the said Minu Mallick, Nibedita Karmakar (Mallick), Banhita Mitra (Mallick) and Arpita Tarafdar (Mallick), Land Owners, herein, entered into the development agreement on 13/11/2020 and registered on 13/11/2020 in book No-I, CD Volume No-1503-2020, pages from-160217 to 160276 being no-150304389 for the year 2020 with the developers **M/S BENIMADHAB CONSTRUCTION PVT LTD,** represented by Sri Benimadhab Kumar at ADSRO Barasat.

AND WHEREAS in pursuance of the said Agreement the vendors herein duly executed a Development Power of Attorney on dt-13/11/2020, being no-150304437 for the year 2020, Book No I, Volume No. 1503-2020, Pages from 163174 to 163212, in favour of **SRI BENIMADHAB KUMAR**, son of Late BirendraNath Kumar, by faith-Hindu, by occupation-Business, residing at 466, S.K.B. Sarani ,P.S-Dum Dum, Kolkata-7000 30, Dist. North 24-Parganas, the Managing Director of **M/S BENIMADHAB CONSTRUCTION PVT LTD** i.e. the Developer herein, to sell the flats/garages/shop rooms and/or units unto the intending Purchaser or Purchasers on receiving due and proper consideration and to execute and register the proper Deed of Conveyance in respect of the said flats/garages and/or units on their behalf.

AND WHEREAS the Purchaser desired to purchase one flat vide no.A1 at First floor ,South- West side , measuring super built up area of 1012.sq.ft. and one parking space of 150 sqft superbuilt up area at Basement area.

A N D W H E R E A S the Vendor and Developers have agreed to hand over the said flat vide no. A1 at First floor ,South-West. side, measuring super built up area of 1012 sq.ft. and one parking space of 150 sqft superbuilt up area at Basement area. with proportionate share of common area like lift,stair,passage more or less, with undivided proportionate share of interest in the said land morefully and particularly described in the second schedule hereunder written and the Developers have agreed to hand over the same free from all encumbrances, charges, liens, dispendences attachments, acquisition and requisition and all other liabilities whatsoever at or for the price of Rs.(Rupees only) including extra charges for lift, transformer, tube well etc.

A N D W H E R E A S the specification of the building as follows :

A) STRUCTURE :- Structure is of RCC column, beam, slab, tie beam as per structural design approved by the competent authority. Outside brick wall 8”(eight) inches thick, inside partition wall 4” with fly ash bricks ,as per Engineer’s direction/drawing. Wall is plastered both side with sand-cement mortar (6:1).

B) FLOORING:- All bedrooms, dining hall, drawing, inside passages, verandah, toilet, kitchen to have standard vitrified /white ceramic tiles floor and skirting is 4” height.

C) KITCHEN – The gas tabletop 20 mm thick. Black stone at 30” height. Above cooking platform wall is fixed with plain glazed tiles upto a height of 2.0 ft only. There is a provision for sink (18” x 12”) made of Stainless Steel fixed in the gas table.

D) TOILET:- Toilets are provided with western type white vitreous water closet (commode), one shower point. The toilet dado is up to 5 feet height with white 12” x 8” size glazed tiles.

E) PLUMBING WORK:- All plumbing line is concealed and made of P.V.C /UPVC pipes . Bib cocks, stop cocks, pillar cocks etc. are CP fittings.

F) SANITARY LINE & SEWAGE SYSTEM:- All soil line are of PVC line outside the building. Sewerage line is of PVC and S.W. line as per standard practice. One septic tank to be constructed as per sanctioned drawing.

G) WATER SUPPLY:- One overhead RCC tank (6000 ltr.capacity) or suitable PVC Tanks will be installed by the developer on the roof as per drawing. The developer to raise water from underground deep tubewell to the overhead tank has to install one standard pump of suitable capacity.

H) WINDOWS: - All windows are made of standard aluminium sections fitted with 3 thk. Plain glass. All windows are provided with M.S. grill @ 9.0 kg/sq.m weight. And also we provide verandah grill upto 3 feet height from floor level.

I) DOORS: - All doorframes are of standard quality locally available Hard wood (4" x 2" size) and shutter will be 25 mm thick commercial flush door. The Purchaser as per their own choice will provide all door fittings.

J) ELECTRICITY: -

- a) Full concealed wiring.
- b) In bedroom two light points, one 5 amp. Plug point and one fan point.
- c) One Bedroom is provided with One AC point.
- d) Living room- Two light points, one fan point, and one 15 amp. Plug point for Washing Machine and one 5 amp. Plug point.
- e) Kitchen – One light point, one exhaust fan point and one 15 amp. Plug point.
- f) Toilet: One light point, one 15 amp. Plug point.
- g) Verandah: One light point.
- h) Calling bell: One calling bell point at the main entrance.

L) PAINTING: -

- a) Inside wall of the flats are of plaster of paris/ putty finish.
- b) All window grill and doorframe and pilla are painted with primer .
- c) Outside wall is painted with cement-based painting.

M) EXTRA:- Any extra work may be executed on specific request of the Purchaser at an extra cost. In case of extra item/change in items, 100% of the estimated costs will be payable in advance before starting the job.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto on the following terms and conditions: -

The Vendors agreed to sell and the Purchaser agreed to purchase the said under construction Flat, Particularly described in the Second Schedule hereunder written with undivided proportionate share or interest in the land of the said property, More fully described in the First Schedule hereunder written.

01.The Purchaser will pay to the vendors for full consideration amount of Rs.(Rupeesonly) including extra charges for lift, transformer, tube well etc only as per below schedule.

- APPLICATION : Lump Sum Rs.25,000/- per flat (Along with Application Form).
- 1ST PAYMENT : 10% within 15(fifteen) days after allotment including application money.
- 2ND PAYMENT : 15% after foundation work upto Plinth.
- 3RD PAYMENT : 10% after casting of 1st slab.
- 4TH PAYMENT : 10% after casting of second slab.
- 5TH PAYMENT : 10% after casting of third slab
- 6TH PAYMENT : 10% after casting of fourth slab
- 7TH PAYMENT : 10% after casting of fifth slab
- 8TH PAYMENT : 10% after casting of Roof slab.
- 9TH PAYMENT : 10% after Brick work.
- 10TH PAYMENT : 5% after flooring.

02. Simultaneously with the execution of this agreement the Vendors shall deliver to the Purchaser Xerox copy of all title deeds and other papers relating to the said premises.

03. The Purchaser shall cause a proper search of the said land after the execution of this instrument and a good marketable title happens to be made out and the said land is found to be free from all encumbrances

and attachments and other claims and is not affected by any notice or scheme of acquisition or requisition , the Vendors shall execute proper conveyance or conveyances in respect of the said flat with undivided proportionate share in the land in favour of the Purchaser or their nominee or nominees, after receiving full consideration price.

04. The question of any defect in or deficiency of title of the Vendors herein over the said land does not arise but nevertheless in the event of any defect in or deficiency in title, if at all, being found the Vendors herein shall forthwith take all necessary steps to cure and /or rectify such defect at their own costs.
05. The costs for registration, searching and legal expenses, stamp duties and other incidental charges shall be borne by the Purchaser herein which is presently @6.0% of the market value. The flat will be handed over in all respect within 24 (Twenty Four) months from this date of Agreement. The Registration of flat will be done by the Developer's nominated lawyer.
06. The Purchaser shall not under any circumstances, make construction or alteration or be permitted to make construction or alteration on the verandah / to alter the exterior decorations and external colour of the premises. Further no internal wall or structure shall be permitted to be interfered with by any constructions and alterations thereon by the Purchaser or their representatives after the possession of the flat is taken by the Purchaser.
07. The Purchaser shall not use flat in such manner which may or is likely to cause nuisance or any annoyance to the occupation of others nor shall use the same for any illegal or immoral purposes.
08. The Purchaser shall not throw or accumulate any dirt, rubbish, rages or other refuses, in special receptacles for the common use of the flat owners.
09. The cost of maintaining replacing , repairing , white- washing , painting and decorating the main structure of the said building including the exterior thereof and terrace , landing and structure of the building , rain water pipes , water tanks , motor pumps , tube well , gas pipes and electrical wire, sewerage, drains , transformer and all other common parts of the fixtures , fitting and equipments in under or upon the building enjoyed or used in common by the Purchaser and other occupiers thereof shall be borne jointly by them.
10. The cost of cleaning, lighting of the main entrance, stair cases and other parts of the building as enjoyed in common by the Purchaser and other occupiers thereof will be jointly borne proportionately.
11. The salaries of durwans, if any electricians, sweepers etc. shall be borne proportionately by the Purchaser and other occupiers of the building. The maintenance charge will be payable @ Rs 1.00 per sqft from the date of registration or handing over of the flat whichever is earlier.
12. The cost of repairs, replacement and maintenance of lights, other plumbing work, including all other service charges for services rendered in common to the other occupiers, shall also be borne by the Purchaser and the occupiers proportionately.
13. So long as each flat of the said building shall not be separately assessed for taxes, the Purchaser shall pay to the vendors proportionate share of the municipal taxes, collectorate tax, multi storied building tax, water tax, etc. if any on the whole building since the date of possession of said flat . Such appointment shall be made by the Vendors on the basis of the area acquired by the Purchaser and the same shall be conclusive, final and binding.
14. That if the marketable title is being made out and the property is found to be free from all encumbrances the Purchaser herein shall bound to complete the purchase within the stipulated period mentioned herein

above, failing which this Agreement shall be cancelled and the vendors shall refund the Booking money/ agreement money after deducting 25% within 90 (ninety) days from the date of cancellation of this agreement.

15. The Purchaser and other occupiers / owners of said building shall form society / Association or company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye – laws, rules and regulations of such society or association pay proportionately the necessary taxes, revenues and maintenance charges of the said building and common parts thereof and shall observe and perform all rules and bye- laws of such association or society.

16. That the Purchaser shall bear and pay the proportionate share of the costs of formation and expenses of the Association.

17. That the Purchaser forthwith on being called upon by the vendors sign all papers, applications and / or declarations as may be necessary for the purpose of formation and / or registration of association.

18. That until formation of the Association, the Owners shall manage and maintain the common portion itself or through its nominees in a proper and decent manner at the expenses of the co-owners and upon formation of such association, the maintenance of the common portion shall be made over and /or be the responsibility of such association.

19. That any Amount paid by the Purchaser to the Vendors in terms as aforesaid shall not carry any interest.

20. The Purchaser shall have no right to keep store any inflammable combustible or any offensive articles in the said flat which shall be or constituted any nuisance or annoyance to the occupiers of the other flat owners of the building.

21. Cost and expenses for electric meter is to be borne out by the Purchaser. If the purchaser takes possession of the flat before proper electric owned meter, then connection will be given from existing line by installing one Sub meter and the purchaser will pay the charges @ Rs 12.00 per unit consumed as per sub meter reading, payable to the Developer on 1st of every month.

22. The Purchaser is fully satisfied with the construction of the said flat vis.-a-vis Sanctioned building plan. No complain to this effect to be done.

23. The name of the building is **“TIN KANYA APARTMENT”**

24. That in case the Purchaser commits defaults in observing the covenants herein stated with in such event this agreement shall stand terminated and all rights and claims of the Purchaser against the vendors shall be extinguished without any notice and the said flat with undivided share of the land or common spaces and other rights and interest of the Purchaser in the premises and every part thereof shall also stand forfeited.

25. That the flat is in under condition and the purchaser is satisfied with the mode of measurement of saleable area i.e, the super-built up area(Plinth area plus common area of lift, stair, passage is built up area/cover area and Super built up area is 1.25 times Built up area/ Cover Area) and there will be no change in that.

26. The Purchaser will install a collapsible gate at the entrance door of the flat.

27. The Developer will provide the Completion Certificate to the Purchaser as soon as the same is received from Madhyamgram Municipality.

28. The GST @ 1% will be paid by the purchaser extra to the Developer at the time of Registration.

- **THE FIRST SCHEDULE ABOVE REFERRED TO** -

The schedule of land of area in total 16 (sixteen) cottahs 05 Chhitacks 16 (sixteen) sqft more or less at Mouza : Doharia, J.L.No 45, R.S. and L.R. Dag No 263, 263/2034 and 265, L.R. Khatian No. 4195 (Nibedita Karmakar Mallick), 4554(Banhita Mitra Mallick), 4388(Arpita Tarafdar Mallick) at Holding No 261,ward no 24, of Bidhanpally , under Madhyamgram Municipality , P.S. Madhyamgram, within the Jurisdiction of A.D.S.R.O., Barasat, District –North 24 Parganas.Kolkata 700 129.

ON THE NORTH : L/O Rabin Chowdhury and Others.

ON THE SOUTH : L/O Minu Mallick, Dulal Ghosh, Shyamal Prasad Mallick.

ON THE EAST : H/O Arun Bose.

ON THE WEST : MUNICIPAL ROAD.

- **THE SECOND SCHEDULE ABOVE REFERRED TO** -

ALL THAT flat vide no. A1 at First floor ,South-West side, measuring super built up area of 1012 sq.ft. , more or less and one Parking space of 150 sqft superbuilt up area at Underground Basement, of the Building named "TIN KANYA APARTMENT", consisting of 3 bed rooms, 1 dining cum Living, 1 kitchen, 2 bath room, and 1 Balcony, with all doors, windows, fixtures and fittings in sanitary and electrical point, WITH LIFT FACILITY , with undivided proportionate shares or interest in the land and in the common service areas of the said premises more fully and particularly described in the First Schedule above written along with all easement rights of the first schedule mentioned hereinabove.

The flat is butted and bounded by

ON THE NORTH : Flat No Flat No B1 .

ON THE SOUTH: Open to Sky

ON THE WEST : Municipal Bidhanpally Road

ON THE EAST : Corridor and Flat No L1.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand and seals on the day, month and year first above written.

SIGNED, SEALES & DELIVERED

In the presence of

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SIGNATURE OF THE VENDORS

Represented By Attorney

1.

2.

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SIGNATURE OF THE DEVELOPER

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SIGNATURE OF THE PURCHASER