

AGREEMENT FOR SALE

THIS AGREEMENT is MADE ON THIS THE DAY OF FEBRUARY,
2024 (TWO THOUSAND TWENTY FOUR) OF THE CHRISTIAN ERA.



BETWEEN

(1) SMT. KRISHNA DUTTA, PAN NO. BCLPD2742L, Voter I. Card No. CKW0792697, Wife of Late Anjan Kumar Dutta alias Anjan Dutta, **(2) SHRI ANIRBAN DUTTA**, PAN NO. AWEPD6549F, Voter I. Card No. CKW3127818, Son of Late Anjan Kumar Dutta alias Anjan Dutta, both are by Nationality - Indian, by Faith - Hindu, by Occupation - No. 1 - Housewife, No. 2 - Business, both are residing at 80/A, Harinath Sen Road, Dakshinpara, P.O. & P.S. Barasat, Kolkata - 700124, District North 24 Parganas, hereinafter called and referred to as the **LAND OWNERS** (which terms or expressions 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 **ONE PART.**

The Land Owners herein is hereby represented by their constituted attorney **ARCHANA VIVEK ASSOCIATE**, PAN NO. ABTFA3828N, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, PAN NO. AFWPP1875M, Aadhaar No. 262779977787, Voter I. Card No. CKW4714457, Wife of Shri Chandra Sekhar Pal, residing at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, District - North 24 Parganas, **(2) SHRI VIVEK KUMAR DAS**, PAN NO. BXBPD9578B, Aadhaar No. 370562087224, Voter I. Card No. UWN2147262, Son of Shri Sanjib Das, residing at 1404, Aravli, B.T. Road, Sodepur, Opposite Sai Mandir, Godrej Prakriti, Sukhchar, P.S. Khardah, Kolkata - 700 115, Dist - North 24 Parganas, West Bengal, both are by Nationality - Indian, by Faith - Hindu, by Occupation - Business, by virtue of a Registered Development Power of Attorney being No. 152504098 dated 31/03/2023 which was registered at D.S.R.-III, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1525-2023, Pages from 105426 to 105454 for the year 2023.

A N D

ARCHANA VIVEK ASSOCIATE, PAN NO. ABTFA3828N, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, PAN NO. AFWPP1875M, Aadhaar No. 262779977787, Voter I. Card No. CKW4714457, Wife of Shri Chandra

Sekhar Pal, residing at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, **(2) SHRI VIVEK KUMAR DAS**, PAN NO. BXBPD9578B, Aadhaar No. 370562087224, Voter I. Card No. UWN2147262, Son of Shri Sanjib Das, residing at 1404, Aravli, B.T. Road, Sodepur, Opposite Sai Mandir, Godrej Prakriti, Sukhchar, P.S. Khardah, Kolkata – 700 115, Dist - North 24 Parganas, West Bengal, both are by Nationality – Indian, by Faith – Hindu, by Occupation – Business, hereinafter referred to and called as the **DEVELOPER** (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, as proprietor successors-in-interest legal representatives and assigns) of the **SECOND PART.**

AND

hereinafter called and referred to as the **PURCHASER/S** (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his / their heirs successors, executors, administrators, legal representatives and assigns) of the **THIRD PART.**

WHEREAS one Shri Narendra Nath Dutta was the absolute Owner and peaceful possessor of ALL THAT a piece and parcel of land measuring 09 Decimals more or less along with other landed properties lying and situated at MOUZA – HRIDAYPUR, J.L. No. 41, Re.Su. No. 242, Touzi No. 146, Pargana – Anowarpur, comprised in Malik Khatian No. 1, in R.S. Khatian No. 127, in R.S. Dag No. 363, under P.S. Barasat, Dist – North 24 Parganas, and said Shri Narendra Nath Dutta while seized, possessed and enjoyed the aforesaid landed property, died intestate leaving behind him his five sons namely Shri Amiya Kumar Dutta, Shri Arun Kumar Dutta, Shri Ashok Kumar Dutta, Alope Kumar Dutta and Angshu Kumar Dutta as his only legal heirs and successors and after demise of said Narendra Nath Dutta, his aforesaid five sons as his only legal heirs and successors namely said Shri Amiya Kumar Dutta, Shri Arun Kumar Dutta, Shri Ashok Kumar Dutta, Alope Kumar Dutta and Angshu Kumar Dutta obtained the

aforesaid landed property by way of inheritance under Hindu Succession Act left by said deceased Narendra Nath Dutta.

AND WHEREAS said Shri Amiya Kumar Dutta, Shri Arun Kumar Dutta, Shri Ashok Kumar Dutta, Alope Kumar Dutta and Angshu Kumar Dutta while seized, possessed and enjoyed the aforesaid landed property measuring 09 Decimals in R.S. Khatian No. 127 in R.S. Dag No. 363 along with other landed properties in other dag, they amicably partitioned the aforesaid landed property by metes and bounds by five plots being Plot Nos. "A", "B", "C", "D" & "E" by virtue of a Registered Partition Deed being No. 7372 dated 18/08/1953, which was duly registered at S.R.O. Barasat and recorded in Book No. I, Volume No. 74, Pages from 118 to 131 for the year 1953 and by virtue of aforesaid Registered Partition Deed being No. 7372 for the year 1953, said Shri Arun Kumar Dutta obtained the landed property measuring 09 Decimals in Plot No. "C" along with other landed property in other dag.

AND WHEREAS said Shri Arun Kumar Dutta while seized, possessed and enjoyed the aforesaid landed property measuring 09 Decimals along with other landed property in other Dag, died intestate leaving behind his wife Smt. Bani Dutta, two daughters namely Smt. Sandhya Roy and Smt. Uma Basu and one son Shri Anjan Kumar Dutta alias Anjan Dutta as his only legal heirs and successors to inherit his aforesaid landed property and after demise of said Arun Kumar Dutta, his aforesaid wife, two daughters and one son namely said Smt. Bani Dutta, Smt. Sandhya Roy, Smt. Uma Basu and Shri Anjan Kumar Dutta alias Anjan Dutta obtained the aforesaid landed property measuring 09 Decimals in Plot No. "C" in R.S. Khatian No. 127 in R.S. Dag No. 363 by way of inheritance under Hindu Succession Act left by said deceased Arun Kumar Dutta.

AND WHEREAS said Smt. Bani Dutta, Smt. Sandhya Roy, Smt. Uma Basu and Shri Anjan Kumar Dutta alias Anjan Dutta while seized, possessed and enjoyed their aforesaid landed property measuring 09 Decimals in Plot No. "C" by undivided 1/4th share each, mutated and recorded their names before the local B.L. & L.R.R.O. in L.R. Records of Rights.

AND WHEREAS said Smt. Bani Dutta while seized, possessed and enjoyer her said undivided 1/4th share of land measuring 02.25 Decimals in L.R. Khatian No. 1343 in R.S. Dag No. 363 in L.R. Dag No. 851/1412, sold, transferred and conveyed the said land unto and in favour of her son said

Shri Anjan Kumar Dutta alias Anjan Dutta by virtue of a Registered Deed of Sale being No. 4438 dated 21/05/1993 which was duly registered at A.D.S.R.O. Barasat and recorded the same in Book No. I, Volume No. 76, Pages from 46 to 50 for the year 1993.

AND WHEREAS said Smt. Uma Basu while seized, possessed and enjoyer her said undivided 1/4th share of land measuring 02.25 Decimals in L.R. Khatian No. 225 in R.S. Dag No. 363 in L.R. Dag No. 851/1412, sold, transferred and conveyed the said land unto and in favour of her brother said Shri Anjan Kumar Dutta alias Anjan Dutta by virtue of a Registered Deed of Sale being No. 4439 dated 21/05/1993 which was duly registered at A.D.S.R.O. Barasat and recorded the same in Book No. I, Volume No. 76, Pages from 51 to 55 for the year 1993.

AND WHEREAS said Smt. Sandhya Roy while seized, possessed and enjoyer her said undivided 1/4th share of land measuring 02.25 Decimals in L.R. Khatian No. 1604 in R.S. Dag No. 363 in L.R. Dag No. 851/1412, sold, transferred and conveyed the said land unto and in favour of her brother said Shri Anjan Kumar Dutta alias Anjan Dutta by virtue of a Registered Deed of Sale being No. 4440 dated 21/05/1993 which was duly registered at A.D.S.R.O. Barasat and recorded the same in Book No. I, Volume No. 76, Pages from 56 to 60 for the year 1993.

AND WHEREAS by virtue of aforesaid three separate Registered Deeds of Sale being Nos. 4438, 4439 & 4440, all dated 21/05/1993 and by virtue of inheritance said Shri Anjan Kumar Dutta alias Anjan Dutta became the absolute Owner of the said land measuring 09 Decimals in Plot No. "C" in R.S. Dag No. 363 in L.R. Dag No. 851/1412 and seized, possessed and enjoyed the same as a rightful owner.

AND WHEREAS said Shri Anjan Kumar Dutta alias Anjan Dutta, Smt. Bani Dutta, Smt. Sandhya Roy and Smt. Uma Basu were the joint owners of the land measuring 02 Cottahs 11 Chittacks 27 Sq.ft. lying and situated at MOUZA - HRIDAYPUR, J.L. No. 41, Re.Su. No. 242, Touzi No. 146, Pargana - Anowarpur, comprised in R.S. Dag No. 364, under P.S. Barasat, Dist - North 24 Parganas, and while they seized, possessed and enjoyed the aforesaid landed property, sold, transferred and conveyed the said land unto and in favour of one Shri Manoj Kumar Ghosh by virtue of a Registered Deed of Sale being No. 6033 dated 10/07/1989 which was duly registered at S.R.O. Barasat and recorded the same in Book No. I, Volume

No. 92, Pages from 249 to 258 for the year 1989 but in the said Registered Deed of Sale being No. 6033 for the year 1989, Dag No. 363 was wrongly mentioned instead of Dag No. 364.

AND WHEREAS said Shri Manoj Kumar Ghosh while seized, possessed and enjoyed the aforesaid landed property 02 Cottahs 11 Chittacks 27 Sq.ft., sold, transferred and conveyed the land measuring 01 Cottah 04 Chittacks 40 Sq.ft. unto and in favour of Shri Kalachand Bhowmick by virtue of a Registered Sale Deed dated 13/02/1992 and said Manoj Kumar Ghosh sold and transferred the rest portion of land measuring 01 Cottah 04 Chittacks 20 Sq.ft. unto and in favour of Shri Ashim Kumar Pal.

AND WHEREAS said Shri Kalachand Bhowmick while seized, possessed and enjoyed the aforesaid landed property measuring 01 Cottah 04 Chittacks 40 Sq.ft., sold, transferred and conveyed the said land unto and in favour of Smt. Manisha Sarkar by virtue of a Registered Sale Deed dated 20/06/1997 and thereafter said Smt. Manisha Sarkar sold, transferred and conveyed the said land measuring 01 Cottah 04 Chittacks 40 Sq.ft. unto and in favour of Shri Arpan Mukherjee by virtue of a Registered Sale Deed dated 10/12/2007.

AND WHEREAS said Shri Ashim Kumar Pal while seized, possessed and enjoyed the aforesaid landed property measuring 01 Cottah 04 Chittacks 20 Sq.ft., sold, transferred and conveyed the said land unto and in favour of Smt. Krishna Das by virtue of a Registered Sale Deed being No. 3891 dated 12/10/1998.

AND WHEREAS in the aforesaid Registered Sale Deeds of said Shri Manoj Kumar Ghosh, Kalachand Bhowmick, Smt. Manisha Sarkar, Shri Arpan Mukherjee, Shri Ashim Kumar Pal and Smt. Krishna Das, the Dag Number wrongly mentioned as 363 instead of Dag No. 364 and accordingly said Shri Anjan Kumar Dutta alias Anjan Dutta Filed a Title Suit being No. T.S.-704/2019 before the Ld. Civil Judge (Jr. Division) at Barasat and accordingly Ld. Civil Judge (Jr. Division) at Barasat passed a final decree of order dated 08/03/2021 in favour said Shri Anjan Kumar Dutta alias Anjan Dutta and obtained the said land measuring 02 Cottahs 11 Chittacks 27 Sq.ft. in Dag No. 363.

AND WHEREAS by virtue of aforesaid three separate Registered Deeds of Sale being Nos. 4438, 4439 & 4440, all dated 21/05/1993 and by virtue

of inheritance and by virtue of aforesaid decree / order dated 08/03/2021 said Shri Anjan Kumar Dutta alias Anjan Dutta became the absolute Owner of the said land measuring 09 Decimals in Plot No. "C" in R.S. Dag No. 363 in L.R. Dag No. 851/1412 and he mutated and recorded his name before the local B.L. & L.R.O. in L.R. Khatian No. 28 in L.R. Dag No. 851/1412 and also mutated and recorded his name before the local Barasat Municipality under Holding No. 80/A, Harinath Sen Road, in Ward No. 30 and seized, possessed and enjoyed the same as a rightful owner and seized, possessed and enjoyed the same and paid respective rents and taxes to the proper authority concern and the Land Owner herein has every right, title, interest and in physical possession over the said property which is free from all encumbrances and good marketable title.

AND WHEREAS said Anjan Kumar Dutta alias Anjan Dutta (now deceased) become the absolute Owner of the said land measuring **09 Decimals** be the same a little more or less **in scheme Plan Plot No. "C"** lying and situated under **MOUZA - HRIDAYPUR**, J.L. No. 41, Re.Su. No. 242, Touzi No. 146, Pargana - Anowarpur, comprised in Malik Khatian No. 1, in R.S. Khatian No. 127, corresponding to **L.R. Khatian No. 28**, in R.S. Dag No. 363, corresponding to **L.R. Dag No. 851/1412**, within the local limits of Barasat Municipality, being **Holding No. 80/A, Harinath Sen Road, in Ward No. 30**, under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24 Parganas, which is more fully and particularly described in the **FIRST SCHEDULE** herein below by virtue of aforesaid three separate Registered Deeds of Sale being Nos. 4438, 4439 & 4440, all dated 21/05/1993 and by virtue of inheritance and by virtue of aforesaid decree / order dated 08/03/2021 and seized, possessed and enjoyed the same and paid respective rents and taxes to the proper authority concern and the Land Owner herein has every right, title, interest and in physical possession over the said property which is free from all encumbrances and good marketable title.

AND WHEREAS said Anjan Kumar Dutta alias Anjan Dutta (now deceased) for better use and enjoyment of their said plot of land more fully described in the **FIRST SCHEDULE** hereunder written have decided to construct a multi-storied building over the said plot of land and said Anjan Kumar Dutta alias Anjan Dutta (now deceased) having no experience, resources and manpower to implement the said development

as he desire and accordingly he has decided to engage a Developer who has enough experience regarding the Development works.

AND WHEREAS said Anjan Kumar Dutta alias Anjan Dutta (now deceased) with a view to construct a Multi-Storied Building over the said plot of land, had entered into a Registered Development Agreement being No. 152503609 dated 23/02/2022 which was duly registered at D.S.R.-III, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1525-2022, Pages from 133061 to 133106 for the year 2022 over the said plot of land with **ARCHANA VIVEK ASSOCIATE**, PAN NO. ABTFA3828N, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, PAN NO. AFWPP1875M, Aadhaar No. 262779977787, Voter I. Card No. CKW4714457, Wife of Shri Chandra Sekhar Pal, residing at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, **(2) SHRI VIVEK KUMAR DAS**, PAN NO. BXBPD9578B, Aadhaar No. 370562087224, Voter I. Card No. UWN2147262, Son of Shri Sanjib Das, residing at 1404, Aravli, B.T. Road, Sodepur, Opposite Sai Mandir, Godrej Prakriti, Sukhchar, P.S. Khardah, Kolkata – 700 115, Dist - North 24 Parganas, West Bengal, both are by Nationality – Indian, by Faith – Hindu, by Occupation – Business, West Bengal, the **DEVELOPER** herein of the **SECOND PART** under certain terms and conditions mentioned therein.

AND WHEREAS said **ARCHANA VIVEK ASSOCIATE**, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata – 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, Wife of Shri Chandra Sekhar Pal, **(2) SHRI VIVEK KUMAR DAS**, Son of Shri Sanjib Das, the Developer herein in pursuant to the said Registered Development Agreement dated 23/02/2022 have been empowered from the said Anjan Kumar Dutta alias Anjan Dutta by a Registered Development Power of Attorney being No. 152503691 dated 24/02/2022 which was registered at D.S.R.-III, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1525-2022, Pages from 114108 to 114138 for the year 2022 to enter into any agreement for sale of all Flats / Garages / Car Parking Spaces / Shops of the said building with the intending Purchasers/s itself as Developer's allocation as mentioned in the said Development Agreement dated 23/02/2022 and to receive money from them towards consideration

of the said Flats / Garages / Car Parking Spaces / Shops including the consideration for the proportionate share or interest of the land and to construct the entire building comprising of the Flats / Garages / Car Parking Spaces / Shops allotted to the Land Owners as well as the Flats / Garages / Car Parking Spaces / Shops allotted to the developers and the common areas and facilities to be provided in the said building.

AND WHEREAS it has been granted upon as contained in the said indenture of agreement that the Developer shall allot the Flats / Garages / Car Parking Spaces / Shops for the buyers out of the Developer's share to enter into possession of their respective Flats / Garages / Car Parking Spaces / Shops on Ownership basis who shall be entitled to reside / enjoy the said Flats / Garages / Car Parking Spaces / Shops with all rights of easement over the common areas and facilities as in irrevocable licensee and the Land Owners herein shall not in any way cause any disturbances and or create any obstruction to their peaceful occupation and user thereof.

AND WHEREAS the Developer has prepared a building plan for construction of the said proposed multi-storied (G+3) building known as **BANI APARTMENT** over the said plot of land and obtained the sanctioned building plan from Barasat Municipality and started the construction work of the said multi-storied building.

AND WHEREAS during the time of construction said Anjan Kumar Dutta alias Anjan Dutta died intestate on 01/01/2023 leaving behind his wife namely Smt. Krishna Dutta and only son namely Shri Anirban Dutta as his only legal heirs and successors to inherit his aforesaid property and after demise of said Anjan Kumar Dutta alias Anjan Dutta his said Wife and son namely said **SMT. KRISHNA DUTTA, THE LAND OWNER NO. 1 HEREIN, SHRI ANIRBAN DUTTA, THE LAND OWNER NO. 2 herein** obtained the aforesaid **FIRST SCHEDULE** mentioned property by way of inheritance under Hindu Succession Act left by said deceased Anjan Kumar Dutta alias Anjan Dutta.

AND WHEREAS as said Anjan Kumar Dutta alias Anjan Dutta died intestate accordingly said Registered Development Agreement being No. 152503609 dated 23/02/2022 and Registered Development Power of Attorney being No. 152503691 dated 24/02/2022 are inactive and not in force according to the land of the land and accordingly said **SMT. KRISHNA DUTTA AND SHRI ANIRBAN DUTTA, THE LAND OWNERS**

HEREIN with a view to continue the construction work and to complete the said Multi-Storied Building named as **BANI APARTMENT** executed and registered a Supplementary Development Agreement being No. 152503848 dated 28/03/2023 which was duly registered at D.S.R.-III, North 24 Parganas and recorded the same in Book No. I, Volume No. 1525-2023, Pages from 98665 to 98689 for the year 2023 with said **ARCHANA VIVEK ASSOCIATE**, PAN NO. ABTFA3828N, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, PAN NO. AFWPP1875M, Aadhaar No. 262779977787, Voter I. Card No. CKW4714457, Wife of Shri Chandra Sekhar Pal, residing at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, District - North 24 Parganas, **(2) SHRI VIVEK KUMAR DAS**, PAN NO. BXBPD9578B, Aadhaar No. 370562087224, Voter I. Card No. UWN2147262, Son of Shri Sanjib Das, residing at 1404, Aravli, B.T. Road, Sodepur, Opposite Sai Mandir, Godrej Prakriti, Sukhchar, P.S. Khardah, Kolkata - 700 115, Dist - North 24 Parganas, West Bengal, both are by Nationality - Indian, by Faith - Hindu, by Occupation - Business, West Bengal, the **DEVELOPER** herein of the **SECOND PART herein**.

AND WHEREAS said **ARCHANA VIVEK ASSOCIATE**, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, Wife of Shri Chandra Sekhar Pal, **(2) SHRI VIVEK KUMAR DAS**, Son of Shri Sanjib Das, the Developer herein in pursuant to the said Registered Supplementary Development Agreement dated 28/03/2023 have been empowered from the said **SMT. KRISHNA DUTTA AND SHRI ANIRBAN DUTTA, THE LAND OWNERS HEREIN** by a Registered Development Power of Attorney being No. 152504098 dated 31/03/2023 which was registered at D.S.R.-III, North 24 Parganas, at Barasat and recorded the same in Book No. I, Volume No. 1525-2023, Pages from 105426 to 105454 for the year 2023 to enter into any agreement for sale of all Flats / Garages / Car Parking Spaces / Shops of the said building with the intending Purchasers/s itself as Developer's allocation as mentioned in the said Registered Development Agreement dated 23/02/2022 and Registered Supplementary Development Agreement dated 28/03/2023 and to receive money from them towards consideration of the said Flats / Garages / Car Parking Spaces / Shops including the consideration for the proportionate share

or interest of the land and to construct the entire building comprising of the Flats / Garages / Car Parking Spaces / Shops allotted to the Land Owners as well as the Flats / Garages / Car Parking Spaces / Shops allotted to the developers and the common areas and facilities to be provided in the said building.

AND WHEREAS the Developer has decided to sale the Flats for residential purpose and Covered Garage for Car Parking purpose on Ownership basis from his Developer's Allocation at the said premises and after knowing the intention of the Developer the present Purchasers herein proposed to purchase a **FLAT being No. _____** on the _____ **FLOOR at _____ SIDE**, measuring _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 20% Service Area) consisting of ____ (_____) Bedroom, 01 (One) Dining, 01 (One) Kitchen, 01 (One) Toilet, 01 (One) W.C. and 01 (One) Balcony of the said multi-storied (G+3) building known as **BANI APARTMENT** for residential purpose lying and situated at Holding No. 80/A, Harinath Sen Road, in Ward No. 30, under P.S. & A.D.S.R.O. Barasat, Kolkata – 700124, Dist – North 24 Parganas, which is more fully and particularly described in the **SECOND SCHEDULE** herein below **TOGETHER WITH** undivided proportionate impartible share of land which is more fully and particularly described in the **FIRST SCHEDULE** herein below **TOGETHER WITH** right to use the common areas, common service and facilities, amenities and common expenses and common user of the said building with proportionate share of stair, staircase, lobby, lift, lift room, septic tank, pump, pump room, water reservoir, top roof of the building and the Purchaser/s herein being satisfying himself / herself on inspection of the right, title and interest of the Vendors / Developer and the sanctioned building plan and specification of the said flat has / have agreed to purchase the same as and when it is completed at a consideration price of **Rs. _____/- (Rupees _____) only per Sq.ft.** i.e. in total consideration price of **Rs. _____/- (Rupees _____)** only for the said Flat.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties herein as follows :-

- A) **LAND OWNERS** : Shall mean the said **(1) SMT. KRISHNA DUTTA**, Wife of Late Anjan Kumar Dutta alias Anjan Dutta, **(2) SHRI**

ANIRBAN DUTTA, Son of Late Anjan Kumar Dutta alias Anjan Dutta, both are by Nationality - Indian, by Faith - Hindu, by Occupation - No. 1 - Housewife, No. 2 - Business, both are residing at 80/A, Harinath Sen Road, Dakshinpara, P.O. & P.S. Barasat, Kolkata - 700124, District North 24 Parganas, and their heirs, successors, executors, administrators and assigns as the case may be.

B) **DEVELOPER** : Shall mean the said **ARCHANA VIVEK ASSOCIATE**, PAN NO. ABTFA3828N, a Partnership Firm, having its Registered office at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, District - North 24 Parganas, Represented by its PARTNERS **(1) SMT. ARCHANA PAL**, Wife of Shri Chandra Sekhar Pal, residing at Kalibari Road, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, District - North 24 Parganas, **(2) SHRI VIVEK KUMAR DAS**, Son of Shri Sanjib Das, residing at 1404, Aravli, B.T. Road, Sodepur, Opposite Sai Mandir, Godrej Prakriti, Sukhchar, P.S. Khardah, Kolkata - 700 115, Dist - North 24 Parganas, West Bengal, both are by Nationality - Indian, by Faith - Hindu, by Occupation - Business, and their heirs, executors, administrators, successors, legal representatives, nominees and assigns as the case may be.

C) **PURCHASER/S** : Shall mean the said

and his / their heirs, executors, administrators, successors, legal, representatives, nominees and assigns as the case may be.

D) **PREMISES** : Shall mean **ALL THAT** a piece and parcel of land measuring **09 Decimals** be the same a little more or less in **scheme Plan Plot No. "C"** lying and situated under **MOUZA - HRIDAYPUR**, J.L. No. 41, Re.Su. No. 242, Touzi No. 146, Pargana - Anowarpur, comprised in Malik Khatian No. 1, in R.S. Khatian No. 127, corresponding to **L.R. Khatian No. 28**, in R.S. Dag No. 363, corresponding to **L.R. Dag No. 851/1412**, within the local limits of Barasat Municipality, being **Holding No. 80/A, Harinath Sen Road, in Ward No. 30**, under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24 Parganas, The particulars of such premises more clearly written in the First Schedule hereunder written.

- E) **TITLE DEED** : Shall mean all the documents referred to hereinabove in the recital in respect of Holding No. 80/A, Harinath Sen Road, in Ward No. 30, under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24 Parganas.
- F) **BUILDING** : Shall mean Multi-Storied (G+3) Building known as **BANI APARTMENT** consisting of several Flat / Shops / Garages and Car Parking Spaces to be constructed in or upon the aforesaid premises and shall include common areas and facilities intended for the enjoyment of the building by all the Flat / Garage / Car Parking / Shop Owners.
- G) **PLAN** : Shall mean a building plan being Sl. No. 1868 dated 14/08/2023 sanctioned by the Barasat Municipality in favour of the Land Owners.
- H) **UNIT** : Shall mean the complete Flat as specified in the Second Schedule hereunder written along with proportionate share of land attributable to the said Flat at Holding No. 80/A, Harinath Sen Road, in Ward No. 30, under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24 Parganas.
- I) **COMMON FACILITIES AND AMENITIES** : Shall include roof, lift, stairways, landing, passage, ways, common laboratories, pump room, overhead water tank, side spaces, driveways etc. which shall be required for common enjoyment as specified in the Annexure - 3 hereunder written.
- J) **OWNERSHIP** : Shall mean the right, title and interest in the said Flat to be vested or transferred in the Purchasers name in lawful and absolute right of transfer or deal with the said Flat in any way and/or manner.
- K) **MAINTENANCE CHARGES** : Shall mean all proportionate share of maintenance of the common areas and facilities as hereunder written to be borne by the Purchasers with other flat owners of the said building as specified in the Annexure - 4 hereunder written.
1. The DEVELOPER shall complete the said **FLAT being No. _____** on the _____ **FLOOR** at _____ **SIDE**, measuring _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 20% Service Area)

consisting of _____ (_____) Bedroom, 01 (One) Dining, 01 (One) Kitchen, 01 (One) Toilet, 01 (One) W.C. and 01 (One) Balcony of the said multi-storied (G+3) building known as **BANI APARTMENT** for residential purpose lying and situated at Holding No. 80/A, Harinath Sen Road, in Ward No. 30, under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24 Parganas by masonry brick walls, flooring, partitions, fittings and fixtures, laying of electrical lines and pipes etc. in all respects to make it habitable in accordance with the plans and specifications **within 24 (Twenty four) months** from the date of this agreement and/or after getting the registration of deed of sale from the proper authority concern, unless prevented by any reason, likes acts of God and the Developer shall handover possession of the Flat to the Purchasers **within 24 (Twenty four) months** on getting full amount of consideration money.

2. The DEVELOPER agrees to sell and the PURCHASER/S agree to purchase the said **FLAT being No.** _____ on the _____ **FLOOR** at _____ **SIDE**, measuring _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 20% Service Area) consisting of _____ (_____) Bedroom, 01 (One) Dining, 01 (One) Kitchen, 01 (One) Toilet, 01 (One) W.C. and 01 (One) Balcony of the said multi-storied (G+3) building known as **BANI APARTMENT** for residential purpose lying and situated at Holding No. 80/A, Harinath Sen Road, in Ward No. 30, under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24 Parganas. The saleable area / Super built up are for the Flat = (Covered area plus proportionate stair area, lift area and corridor) plus 20% Service Area thereof representing the share in the common areas of the building at a consideration price of **Rs.** _____/- (_____) **only per Sq.ft.** i.e. in total consideration price of **Rs.** _____/- (**Rupees** _____) only for the said Flat (the actual measurement will be calculated after completion of the said Flat and final price will be fixed at **Rs.** _____/- per Sq.ft.) to be paid by the PURCHASER to the DEVELOPER by following manners :-

TERMS OF PAYMENT

Sl. No.	Particulars	amount	SIGNATURE
1.	At the time of execution of this agreement for sale of the said Flat by Cash / Cheque.	Rs.	
4.	At the time of Registration and/or possession within 24 (twenty four) months from the date of execution of this agreement.	Rs.	
	Total	Rs.	

The Purchaser/s shall pay the Transformer establishment Charges of Rs. 40,000/- (Rupees Forty thousand) only to the Developer separately.

The Purchaser/s shall pay also GST Charges as per Government Rules to the Developer separately.

It is further decided between the parties hereto and admitted by the PURCHASER/S herein, that the DEVELOPER shall have the right to enter into New Agreement and to sell the Flat to new PURCHASER / PURCHASERS, if this PURCHASER/S fail in payment of the balance money within the stipulated period, OR the PURCHASER/S cancel this Agreement for Sale of the Flat and in such case, no further consent of the PURCHASER/S herein shall be needed for entering into fresh Agreement for Sale of the Flat to new PURCHASER / PURCHASERS or for induction of new PURCHASER / PURCHASERS to the Flat. And the present PURCHASERS' advanced money shall be refunded by the DEVELOPER after deducting 20% of the advance/paid up money, without interest, after the date of such induction of the new PURCHASER/S is/are made. It may be noted here, that the DEVELOPER shall pay back, at first, after deducting 20% of the advance / paid up money, the Bank Loan Amount and others, (as shall be asked for by the Bank Authority), if any, received by the DEVELOPER through the PURCHASER/S. Thereafter the PURCHASERS' balance advanced money shall be refunded without interest after the date of such induction of the New PURCHASER/S is/are made.

3. That the PURCHASER/S shall not pay the full consideration money within the stipulated period from the date of execution of this agreement then the Purchasers shall pay the interest @ 12% per annum of the rest amount.
4. The PURCHASER/S shall have right to use Common Areas and facilities of the building as briefly described in Annexure - 3 hereof.
5. The PURCHASER/S shall have to pay the Municipal rates and taxes and service charges proportionate to the area occupied by the PURCHASER/S, as might be determined by the Management / Association of the said new building as briefly described in Annexure - 4 hereof.
6. The PURCHASER/S shall permit the DEVELOPER and/or the Management / Association of the building to inspect, enter into the Flat of the PURCHASER/S with technical hands and other workmen for the purpose of checking, repairing, maintaining the building, wiring, electrical installations, plumbing, drains, pipes, cables and other things for the comfortable use and enjoyment of the said Flat and of other occupiers of the said building.
7. The PURCHASER/S shall not do anything or permit anything to be done, which may cause discomfiture, annoyance or nuisance to other occupiers of the said building.
8. The PURCHASER/S shall not use the Flat for any purpose other than residential purpose and shall not store or bring in any hazardous, inflammables or obnoxious goods, materials or articles in the said Flat except for daily use.
9. The PURCHASER/S shall bear and pay for individual electric meter charges and shall bear all legal charges concerned with the drafting and registration on commission basis of the instruments including the Agreement for Sale and the Deed of Sale. All drafting and registration of documents pertaining to the purchase and sale of this instant property shall be done and made by the DEVELOPER'S Advocate and the necessary fees (including commissioning charges for registration of the document) shall be paid to him by the PURCHASER/S for the work needed to be done.
10. That if by mutual consent with the DEVELOPER, the PURCHASER/S express his desire to use materials of higher cost than given specification and/or to do some extra work, then extra cost to be incurred for such finish and construction work shall be paid by the

PURCHASER/S before starting such extra constructional work, as and when required by the DEVELOPER as briefly described in Annexure - 2 hereafter.

11. The DEVELOPER shall give a notice to the PURCHASER/S for taking delivery of possession of the Flat on completion thereof and upon receiving such notice the PURCHASER/S shall be duty bound to pay the balance of the consideration money, if any, remaining outstanding at the time for the said Flat and shall take delivery of possession of the same within 15 days from the date of receiving such notice, upon observance of which the DEVELOPER SHALL forthwith execute and register the Sale Deed for the concerned FLAT along with all the rights title and interests thereof in favour of the PURCHASER/S, and upon failure of which, the DEVELOPER shall have the right to enforce this Agreement against the PURCHASER/S.
12. The PURCHASER/S agrees that the Flat and the new building would be maintained by the Management or APARTMENT OWNERS' ASSOCIATION and shall not make the DEVELOPER'S responsible for any deficiency in rendering the service or providing amenities to the PURCHASER/S and as such the PURCHASER/S shall have no claim against the DEVELOPER.
13. Any indulgence shown by the DEVELOPER to the PURCHASER/S or by the PURCHASER/S to the DEVELOPER or any delay in enforcing the right of either party shall not be treated as waiver of any breach or non-performance or non-compliance with any of the terms and conditions of the Agreement or the consequences thereof.
14. This Agreement shall not be treated as a demise or assignment to transfer of the said Flat or land or any right therein.
15. All disputes and differences arising out of in relation to this Agreement shall be subject to the jurisdiction of the Courts in West Bengal.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE TOTAL LAND)

ALL THAT a piece and parcel of land measuring **09 Decimals** be the same a little more or less **in scheme Plan Plot No. "C" TOGETHER WITH** a Multi-Storied Building constructed thereon known as **BANI APARTMENT** lying and situated under **MOUZA - HRIDAYPUR**, J.L. No. 41, Re.Su. No. 242, Touzi No. 146, Pargana - Anowarpur, comprised in Malik Khatian No. 1, in R.S. Khatian No. 127, corresponding to **L.R. Khatian No. 28**, in R.S.

Dag No. 363, corresponding to L.R. Dag No. 851/1412, within the local limits of Barasat Municipality, being Holding No. 80/A, Harinath Sen Road, in Ward No. 30, under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24 Parganas, which is butted and bounded by as follows :-

ON THE NORTH :- 16' FT. Wide Harinath Sen Road;

ON THE SOUTH :- Shri Amitava Dutta;

ON THE EAST :- 16' ft, Wide Harinath Sen Road;

ON THE WEST :- 8' ft. Wide Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE FLAT)

ALL THAT a self contained Floor Tiles Finished **FLAT being No. _____** on the _____ **FLOOR** at _____ **SIDE**, measuring _____ **Sq.ft.** super built up area more or less (Covered Area + Proportionate area of stair, lift, corridor + 20% Service Area) consisting of _____ (_____) Bedroom, 01 (One) Dining, 01 (One) Kitchen, 01 (One) Toilet, 01 (One) W.C. and 01 (One) Balcony of the said multi-storied (G+3) building known as **BANI APARTMENT** for residential purpose lying and situated at Holding No. 80/A, Harinath Sen Road, in Ward No. 30, under P.S. & A.D.S.R.O. Barasat, Kolkata - 700124, Dist - North 24 Parganas **TOGETHER WITH** proportionate, undivided and impartible share or interest in the land described in the **FIRST SCHEDULE** hereinabove **TOGETHER WITH** the proportionate share at common areas and facilities and common expenses in the said building.

A N N E X U R E - 1

SPECIFICATION OF FLATS :

- 1) **STRUCTURE:** Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
- 2) **EXTERNAL WALL :** 5" thick brick wall and plastered with cement mortar excluding Bathroom and Kitchen. Bathroom and Kitchen consisting with 5" thick brick wall and plastered with cement mortar.
- 3) **INTERNAL WALL :** 5" thick brick wall and plastered with cement mortar.
- 4) **FLOORING :** Flooring of flat will be of Floor Tiles (2' X 2' branded).

- 5) **KITCHEN** : Cooking platform will be of Black stone and one steel sink and 3' height standard glazed tiles above the kitchen platform.
- 6) **TOILET** : a) Common Toilet : Anglo Indian Style Commode with tap, one shower and tap point with standard P.V.C. Cistern. All fittings are in standard type. Bath room fitted upto 6' height with glazed tiles of standard brand. Floor of the Toilet will be 2' x 2' Floor Tiles.
(b) Attached Toilet : EWC style commode with tap, one shower and tap point with standard P.V.C. Cistern. All fittings are in standard type. Bath room fitted upto 6' height with glazed tiles of standard brand. Door of the common and attached toilet will be made of P.V.C.
- 7) **DOORS** : All door frame will be of Shal Wood. Main Door Palla will be laminated and other Door Palla of the flat of flash door.
- 8) **WINDOWS** : Aluminium sliding with grill and glass fittings.
- 9) **WATER SUPPLY** : Water supply around the clock is assured for which necessary submersible tube-well will be installed.
- 10) **PLUMBING** : All plumbing works will be of P.V.C. Pipe.
- 11) One Wash Basin in Dining Hall.

ELECTRICAL WORKS :

1. 30 Nos. electrical points will be provided. For extra point the Purchaser shall bear Rs. 650/- per electric point and Rs. 7,500/- for A.C. Point.

PAINTING :

- A) Inside wall of the flat will be finished with Putty finish with One coat primar.

A N N E X U R E - 2

Additional Works which may be done at the request of the PURCHASERS, on payment of extra cost in advance and 50% of the calculated cost have to be deposited before starting the work.

A N N E X U R E - 3

**(COMMON PART / COMMON AREAS
OF THE CO-OWNERS OF THE BUILDING)**

1. Main Entrance Gate.
2. Lift, Stair Cases having railing, lighting, fixtures and windows, landing and lobby.
3. Roof of the top floor.
Water pumps, water pipe line, Deep-Tubewell, overhead water Tank,

5. One Electric Meter room. Concealed electrical wiring from Meter to the flat respectively and switches, electrical wiring of stair-case and switches etc.
6. Water supply.
7. Water and sewerage & evacuation pipes from sewers common to the said building.

A N N E X U R E - 4

SERVICE CHARGE / COMMON EXPENSES
(AFTER FORMING OF OWNER'S ASSOCIATION)

The Service Charge payable by the PURCHASER proportionately to the area occupied by themselves to the Management of the building would include, inter alia, the following :

- (a) Municipal rates, taxes and levies, Service Tax.
- (b) Insurance of the building.
- (c) Costs of main electric equipment and deposits for Electricity, the Purchasers shall pay charges equally with other Flat & Shops occupiers as decided by the Developer Rs. 40,000/- (Rupees Forty thousand) only.
- (d) The Purchasers shall bear the electricity incoming connection, cost equally with the other Flat Owners and that amount should pay to the Developer.
- (e) The cost of working and maintenance of Deep-Tube-well, submersible pump, lighting arrangement and cleaning of the common areas, repairs to fittings and fixtures, water pipes, electrical wirings and concerned matters of common purpose.
- (f) Salaries and wages of clerks, bill collectors, durwans, sweepers etc.
- (g) Cost of white washing, painting and/or decorating exterior of the building and also the common space of the building.
- (h) Cost of lighting the common passage, landings, stair-case, lift & lift room and other common parts of the building, cleaning thereof and incidental thereto.
- (i) The cost and expenses of maintaining and repairing the main structure, the roof, tartars, rain water pipes, gas pipes, electrical wiring in, under, or upon the building, sewerages, terraces which are not used solely by any occupier of the building.

- (j) All other expenses that might be necessary or incidental to the maintenance and upkeep of the said building for the benefit of the occupiers in general;
- (k) All expenses of the Manager Apartment Owners' Association shall be shared by the Occupiers / Purchaser in proportion to the area in their occupation.

IN WITNESS WHEREOF the Parties hereto put and subscribe their respective hands and seals the date month and year written hereinabove.

SIGNED SEALED AND DELIVERED

in presence of :-

1)

Signature of **CONSTITUTED ATTORNEY**
ON BEHALF OF LAND OWNERS:

(1) **SMT. KRISHNA DUTTA**

(2) **SHRI ANIRBAN DUTTA**

SIGNATURE OF THE VENDOR

2)

Prepared and drafted by :-

Advocate

Judges' Court, Barasat,
Dist - North 24 Parganas,
Kolkata - 700 124

Computer type by :

(Rana Dey, Barasat)

SIGNATURE OF DEVELOPER

SIGNATURE OF THE PURCHASER

TERMS OF COMMISSION

THE SELLER of and from whom shall be received a certain amount of
 sum of Rs. _____ / (Rupees) _____
 with taking the advance from the purchasing client/contractor the net
 of total consideration price of Rs. _____ / (Rupees) _____
 _____ / only as per above given terms.

1) To _____ Rs. _____

TOTAL

Rs. _____

_____ / only.

(Rupees)

WITNESSED

1)

2)

SIGNATURE OF THE DEVELOPER

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