

SALE AGREEMENT

This Sale agreement is made on this 16th day of April in the year of Two Thousand Twenty Six (2026).

BETWEEN

MITHU DASGUPTA, (PAN- AXWPD 5076C), (Aadhaar No.- 8241 1098 6427) wife of Debasish Dasgupta, by caste Hindu, by nationality Indian, by occupation housewife, residing at Natun Pally Baguipara Road, P.O- Subhasgram, P.S- Sonarpur, Kolkata 700147 hereinafter called and referred to as the **LAND OWNER** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART/FIRST PARTY**.

AND

DASGUPTA ENTERPRISE, a proprietorship construction firm, having its office at 204, Baguipara Road, Natun Pally, P.O. -Subhasgram, P.S. - Sonarpur, Kolkata-700 147, District - South 24 Parganas, represented by its proprietor **MR. DEBASISH DASGUPTA, PAN - AGCPD 8770G**, Son of Late Subir Dasgupta, By faith - Hindu, By Nationality Indian, By Occupation - Advocate, residing at C-144 Milan Pally, P.O. & P.S. - Sonarpur, District- South 24 Parganas, Kolkata - 700 150, hereinafter called and referred to as the **"DEVLOPER / PROMOTER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office and administrators) of the **OTHER PART**.

AND

MR. XXX, PAN -XXX Aadhaar no. 4144 4848 XXXX Son of Mr. X , by faith -Hindu, by Nationality - Indian, by Occupation - Business, residing at Rambati, P.O. Purba Gopal Nagar & P.S. - Mathurapur, District- South 24 Parganas, Pin - 743395, hereinafter called and referred to as the **PURCHASER** (which expression or term shall unless include her heirs, administrators, Legal representative, successor or successors in office and for assigns) of the **SECOND PART**.

WHEREAS The First Party herein is the possession holder/owner **ALL THAT** piece and parcel of Bastu land measuring 11 Decimal be

the same a little more or less situated at Rajpur Sonarpur Municipality Ward no. 13, Holding no. 105, Touzi no. 109 on Purba Baidyapara Road and lying at Mouza- Sonarpur, J.L. no. 39, under R.S. & L.R.Dag No. 303 and RS Khatian No.245 , LR Khatian No 7318 within the limits of Rajpur-Sonarpur Municipality, Ward No. 13, Holding No. 105, Kolkata- 700150 which morefully and particularly described and mentioned in the first schedule hereunder written.

WHEREAS, one Binapani Dasi being the recorded owner of the all piece and parcel of 14 decimal land on the said RS Dag no. died by leaving behind his two sons named Satiprasad Basu and Satibilash Basu and four daughters namely Renu Bala Dey, Uma Rani Sen, Usharani Sen and Namita Ghosh (Basu) alias Sati Ghosh who became the successor of the said land and inherited the property by the way of legal warison and enjoyed every right, title and interest over the said land by paying rent to the appropriate property regularly.

WHEREAS, the said Satiprasad Basu being the owner of the inherited property from his mother died by leaving behind his only son namely Samir Basu and only daughter namely Keya Karmakar as his legal heirs and the said Satibilas Basu being the owner of the inherited property from his mother died by leaving behind his wife Juthika Basu and two sons namely Subir Kumar Basu and Sumit Kumar Basu and only daughter Chaitali Basu as his legal heirs and the said Renubala dey being the owner of the inherited property from his mother died by leaving behind her two sons Sushil Dey and Sunil Dey and one Daughter Tulika Basu as her legal heirs and the said Uma Rani Sen being the owner of the inherited property from his mother died by leaving behind her two daughters named Mandira Singh and Madhabi Ghosh as her legal heirs and the the said Usha Rani Sen being the owner of the inherited property from his mother died by leaving behind her four daughters namely Swapna Ghosh, Tandra Roy, Krishna Ghosh and Bithi Ghosh as her legal heirs who became the successor of the said land and inherited the property by the

way of legal warison and enjoyed every right, title and interest over the said land by paying rent to the appropriate property regularly

WHEREAS, the said Sushil Dey and Sunil Dey to supervise and look after their land on 2006 executed a general Power Of Attorney in favour of 1) Samir Basu, 2) Keya Karmakar, 3) Juthika Basu, 4) Sumit Basu, 5) Subir Basu, 6) Cahitali Patra and the said Mandira Singh, Madhabi Ghosh, Swapna Ghosh, Tandra Roy, Krishna Ghosh, Bithi Ghosh and Namita Ghosh alias Sati Ghosh to supervise and look after their land on 2006 executed a general Power Of Attorney in favour of 1) Samir Basu, 2) Keya Karmakar, 3) Juthika Basu, 4) Sumit Basu, 5) Subir Basu, 6) Cahitali Patra and thereafter the said of 1) Samir Basu, 2) Keya Karmakar, 3) Juthika Basu, 4) Sumit Basu, 5) Subir Basu, 6) Cahitali Patra in respect of the abovementioned power of attorney deed sold, transferred, conveyed 4 Kathas 2 Chittak land to Jahar Lal Kanu by the way of registered deed of conveyance by registering at A.D.S.R. Sonarpur, being no. 8775 book no. 1, CD Volume no. 25, pages 4703 to 4722 and the said Jahar Lal Kanu being the absolute owner of the said land died by leaving behind his wife named Kalyani Kanu and a daughter named Tanishqa Kanu nad a son named Yash J Kanu who there by became absolute owner of the said land and enjoyed every right, title and interest over the said land by paying rent to the appropriate property regularly.

WHEREAS, the said Kalyani Kanu, Tanishqa Kanu and Yash J Kanu by enjoying enjoyed every right, title and interest over the said land on 20/09/2023 due to the requirement of urgent money, sold, transferred, conveyed the said property to the present Land owner and Sikharani Ghosh by the way of registered deed of conveyance by registering at A.D.S.R. Sonarpur, being no. 7630 book no. 1, CD Volume no. 1608, pages 154701 to 154721 thereby the present seller recorded their name in the L.R. settlement record under LR Khatian no. 6790 and 7318 respectively.

WHEREAS, the said Sikharani Ghosh on 25/11/24 due to the requirement of urgent money, sold, transferred, conveyed her share of land measuring 2 Katha 1 Chattak to the present Land owner i.e. Mithu

Dasgupta by the way of registered deed of conveyance by registering at A.D.S.R. Sonarpur, being no. 9169 book no. 1, CD Volume no. 1608-2024, pages 183729 to 183745. Therefore Mithu Dasgupta (Present Owner) became the absolute owner of the 4 Katha 2 Chattak Land area of the said land and mutated her name under LR Khatian 7318 and enjoyed every right, title and interest over the said land by paying rent to the appropriate property regularly.

WHEREAS, The said Juthika Basu died by leaving her two sons namely Sumit Basu and Subir Basu and her daughter namely Chaitali Patra as her only heir and legal successors of her share of the said property and thereafter the said Sumit Basu died by leaving behind his two sons namely Suman Bose and Soumen Bose as his only heir and legal successors of his share of the said property.

AND WHEREAS the said Samir Basu, Keya Karmakar, Subir Basu, Suman Bose, Soumen Bose, Chaitali Patra being the owner of land measuring 2 katha 3 chittak lying at Mouza- Sonarpur, J.L. no. 39, under R.S. & L.R.Dag No. 303 and RS Khatian No.245 , LR Khatian No 6790 to supervise and look after the said land constituted Debasish Dasgupta as their lawful attorney by registering a general power of attorney on 22nd January 2025, being no. 0525 and recorded in book no. 1, CD Volume no. 1608-2025, pages 10619 to 10633 by registering at A.D.S.R. Sonarpur.

AND WHEREAS The said Debasish Dasgupta on 7th February 2025, by the deed of the abovementioned power sold 2 Katha 3 Chittack land area to Mithu Dasgupta by registering a deed of conveyance being no. 801012 of the year 2025 recorded in book no. 1, CD Volume no. 1608-2025, pages 10619 to 10633 by registering at A.D.S.R. Sonarpur. Therefore the said Mithu Dasgupta (Present Owner) became the absolute owner of the 11 Decimal Land area of the said land and mutated her name under LR Khatian 7318 and enjoyed every right, title and interest over the said land by paying rent to the appropriate property regularly.

AND WHEREAS the present landlord being desires to develop the below schedule land by construction of building, being unable for want of funds

expertise and man power approached the developer of the Second part for the development of the schedule land by construction of building comprising of flats/ units, covered space and garage and shop and other amenities, if any in terms of Building Plan sanctioned by the Rajpur Sonarpur Municipality.

AND WHEREAS The Developer being satisfied, with landlords right, title and Interest on the schedule land has agreed to enter into this agreement with the land lord to develop the Schedule land by construction of building under building plan to be sanctioned by the Rajpur- Sonarpur Municipality.

AND WHEREAS the Vendor herein executed a Development agreement in favour of the said present Developer by way of a registered Development Agreement which was registered at the office of A.D.S.R. Sonarpur and recorded in Book No. – 1, Being No. 1174 for the year 2026 and also executed a Development Power of Attorney in favour of **DASGUPTA ENTERPRISE**, a proprietorship construction firm, having its office at 204, Baguipara Road, Natun Pally, P.O. - Subhasgram, P.S. - Sonarpur, Kolkata - 700 147, District - South 24 Parganas, represented by its proprietor **MR. DEBASISH DASGUPTA, PAN - AGCPD 8770G**, Son of Late Subir Dasgupta, By faith - Hindu, By Nationality - Indian, By Occupation -Business, residing at C/144 Milan Pally, P.O. & P.S. - Sonarpur, District- South 24 Parganas, Kolkata - 700 150 and also executed a General Power of Attorney which was registered at the office of A.D.S.R. Sonarpur and recorded in Book No. IV , Being No. - 1189 for the year 2026.

AND WHEREAS The developer herein has constructed a G+3 storied building on the said premises in accordance of the terms and conditions of the development agreement as per sanctioned building plan no.

SWS-OBPAS/2207/2025/2986 dated 26/12/2025 by Rajpur Sonarpur Municipality

AND WHEREAS the said vendor due to his urgent necessity of money he wanted to sell a complete Flat **being Flat No. 1A measuring an carpet area of 489.01 Square Feet and a buildup area of 614.09 Square Feet and a Super Buildup area 767.58 Square Feet with an additional amenities area of 63 square feet whereas the total area of the flat is 830.58 in the First Floor of the building** and for that reason they made public announce and the said purchasers after hearing such announcement he has agreed to purchase the said Schedule mentioned property for price of **Rs. XXX** only.

NOW THIS AGREEMENT FOR SALE WITNESSETH and is agreed by and between the parties hereto that:

- 1. The Vendor shall sell and the Purchasers shall purchase the property particularly mentioned and described in the Second Schedule hereto, and hereinafter referred to as the said property free from any encumbrances, attachments or other defects in title.
- 2. That the total consideration amount of the flat room based on its RERA carpet area is **Rs. XXX Only**.

Description	Amount in Rupees
Flat No. 1A in the first floor	Rs. XXX Only

- 3. That the amounts to be paid by the purchaser towards Extra Charges are enumerated hereunder:

Description	Amount in Rupees
Electricity meter and transformer Charges to be paid by the purchaser	Rs. xxx Only)

Generator and Power backup Charges	Rs. xx Only)
Legal and Documentation Charges	Rs. xx Only)
Advance Maintenance and other amenities charges and	Rs. xx Only)

Total Extra Charges is estimated around Rs. xxx/- (Rupees Only)
Explanation: -

The Total Price above includes Taxes consisting of tax paid or payable by the Promoter by way of Service Tax, GST, CGST, if any as per law, and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter up to the date of handing over the possession of the Apartment.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/ reduced based on such change/modification.

The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- 4. The total price is escalation-free, save and except increases which the purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority

and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

5. That the party of the SECOND PART / PURCHASERS agree to pay the sum of Rs. **XXX** only as an advance out of consideration money for the said flat being sum of **Rs. XXX** only which is excluding of other extra charges for the said Flat being **Flat No. 1A measuring an carpet area of 489.01 Square Feet and a buildup area of 614.09 Square Feet and a Super Buildup area 767.58 Square Feet with an additional amenities area of 63 square feet whereas the total area of the flat is 830.58 in the First Floor of the building** to the SECOND PARTY herein.
6. That the party of the **FIRST PART** agrees to accept and the party of **SECOND** Part agreed to pay balance consideration amount proportionately incase there is any increase or decrease, at the case may be incase the floor area varies on actual measurement in respect of the said **flat** along as described in the **SECOND SCHEDULE** hereunder written.
7. The total consideration price as mentioned above of the construction of a Flat being **Flat No. 1A measuring the carpet area of 489.01 Square Feet and a buildup area of 614.09 Square Feet and a Super Buildup area 767.58 Square Feet with an additional amenities area of 63 square feet whereas the total area of the flat is 830.58 in the First Floor of the building** described in the **SECOND SCHEDULE** below is at settled price of **Rs. XXX Only** and aforesaid consideration sum shall be payable by the party of the **PURCHASER** herein to the party of the **OTHER PART**.

- a. It made clear that super built up area shall mean the area, multiplication of length and breadth of the flat **or** Unit measured wall to wall externally in both length and breath side plus proportionate share of stair case with landing plus proportionate share of mummy room i.e. the room over the stair case and landing, plus caretaker room & toilet over this additional of that area shall be added to arrive at super built up area.
8. That the time shall be for registration of sale deed within **24 Twenty Four months** from the date of signing of this agreement, and balance amount shall be paid by the party of the **SECOND PART / PURCHASER** to the party of the **OTHER PART** and on failure of payment of balance consideration of money within the time this agreement shall without any further reference to the parties of the **SECOND PART** stand cancelled and the parties of the first part thereupon shall be at liberty to transfer the flat to another party of their choice and shall make refund to the party of the **SECOND PART**, within One months the advance money as aforesaid. It's noted that if the **VENDOR** fails to deliver the flat as aforesaid within the stipulated period in spite of readiness of the purchaser to pay balance amount to the vendor, then purchaser shall have liberty to bring legal proceedings against the **VENDOR** on Specific Performance of Contract Act. or claim all the damages in accordance with law.
9. That the party of the **FIRST PART/ VENDOR** subject to reasons beyond its control as outlines in the doctrine of "**Force majeure**" shall complete the entire construction and make the flat of the party / parties of the **SECOND PART/ PURCHASER** ready for possession and shall give the physical possession of the Flat must on completion of flat registration of the Flat together with the undivided share and interest of the demised land as well as common rights and facilities in favor of the parties of the **SECOND PART / PURCHASER**.

10. That the Purchaser and other owners of the flats in the building shall use their respective flats only for residential purpose.
11. That the save as the said flat and properties proportionate land and save as herein contained the Purchaser shall have no right, title or interest in any other flat and open land of the building excepting the using right of the roof and open land around the said building along with his other Co - purchasers / owners of the building.
12. That both the parties herein shall abide by the terms and conditions of this agreement as mentioned above.
13. That the purchaser shall have to register the Deed of conveyance by the Vendor's advocate only.
14. After the **PURCHASER** duly performed and observed all his obligations as is required to be observed and performed by him under this Agreement, the **FIRST PARTY** shall execute and register a **SALE DEED** and / or **TRANSFER DEED** in respect of the said Flat containing the usual covenants and subject to the terms, conditions and covenants herein contained in favor of the **PURCHASER** or his / their nominees, The costs and charges for the aforesaid shall however be borne by the **PURCHASER** for the aforesaid purpose.
15. The purchasers have verified all the documents related to the land put to agreement for sale and satisfied for the purchase the property as mentioned in the second schedule hereunder written.

FIRST SCHEDULE OF PROPERTY

(Description of total property)

THE FIRST SCHEDULE REFERRED TO ABOVE

(Description of the land and Premises)

ALL THAT piece and parcel of Bastu land measuring about 11 Decimal be the same a little more or less situated at Rajpur Sonarpur Municipality Ward no. 13, Holding no. 105, Touzi no. 109 on Purba Baidyapara Road and lying at Mouza- Sonarpur, J.L. no. 39, under R.S. &

L.R.Dag No. 303 and RS Khatian No.245 , LR Khatian No 7318 within the limits of Rajpur-Sonarpur Municipality, Ward No. 13, Holding No. 105, Purba Baidyapara Road, Kolkata- 700150.

BUTTED AND BOUNDED

ON THE NORTH : 9 ft common passage

ON THE SOUTH : Land of same dag no

ON THE EAST : 20 ft Purba Baidya Para Road

ON THE WEST : Land of same dag no and RS Dag no 300 and 301

SECOND SCHEDULE OF PROPERTY

(Description of the Flat)

ALL THAT piece and parcel of a flat being **Flat No. 1A** measuring an **carpet area of 489.01 Square Feet** and a **buildup area of 614.09 Square Feet** and a **Super Buildup area 767.58 Square Feet** with an **additional amenities area of 63 square feet** whereas the **total area of the flat is 830 Square feet** which is **consisting with Two bed rooms, One balconie and One toilets, One W. C. and a kitchen cum dining room on the First floor** and under its trade name **“Devaloy Phase I”** which is lying and situated at Rajpur Sonarpur Municipality Ward no. 13, Holding no. 105, Touzi no. 109 on Paschim Baidyapara Road and lying at Mouza- Sonarpur, J.L. no. 39, under R.S. & L.R.Dag No. 303 and RS Khatian No.245 , LR Khatian No 7318 the limits of Rajpur-Sonarpur Municipality, Ward No. 13, Holding No. 105, Kolkata- 700150.

**THE THIRD SCHEDULE ABOVE REFERRED TO
COMMON PORTION OF ALL FLAT OWNERS**

1. The land underneath of the building, foundation, columns, supports, structures, beam, walls between the room, outer walls, main gate, septic tank / Sewerage connection, common passage and all other common things, installations, fittings, fixtures, which are essential for common enjoyment of flat in Second Schedule.
2. Staircase, corridors, staircase landing space, lobbies in all floors and the privileges annexed with the building.
3. Drains from the building, connected with the Municipal drain or sewerage all pipes, connected from each of the flat to drain, rain water pipes and all installations and all wirings and connections from ground floor including plumbing installations.
4. Water Reservoir made by the sub-mersible pump in the common space, water tank on the roof, and all water supply connection, connected from the reservoir to each flat and reservoir to tank.
5. Meter space in the Ground Floor, main switch, common meter and space for enjoyment and connected with each of the total and common area.
6. And all other common things, made for common use for all the flat owners of First Schedule.
7. Lift, Lift elevator.

FOURTH SCHEDULE MAINTENANCE AND MANAGEMENT

1. The cost of maintaining, replacing, white-washing, painting, decorating the main structure of the building, including the exterior thereof and in particular of the common portion of the roof, if any terraced landing and staircase of the building, rain water pipes, pumps, tubewell and electrical wire, sewerage, drains, and all other common parts of fixtures,

fittings. installations and equipment in under or upon the building as enjoyed or used in common by the Occupiers thereof.

2. The cost of acquisition and other legal proceedings, the cost of cleaning and lighting the main entrance, passage, landing staircase, main walls and other parts of the building, as enjoyed or used in common by the Occupiers hereof.
3. The salaries bill collectors, chowkidars, plumbers, electricians, sweepers etc. if appointed by the Confirming Party/Association.
4. The cost of working repairs, replacement and maintenance of lights. pumps, and other plumbing works including all other service charges, for services rendered in common to all other occupiers.
5. Insurance of the building against earthquake, fires, mob damages or by civil commotion etc.
6. The cost of arrangement of all facilities, annexed with the building in First Schedule, for common engagement of all flat owners.
7. All electricity charges payable in common for the said building.
8. Such other expenses including printing and stationary as also all 8. litigation expenses incurred in respect of any dispute with the Rajpur Sonarpur Municipality or any other legal Authority/Government/Insurance Company in relation to the same as demanded by the Confirming Party or the Committee entrusted with the management and upkeep of the said building.

ANNEXTURE-A (Specification)

-: STRUCTURE AND FOUNDATION :-

The Building designed on R.C.C. foundations confirming to national Building Code Rules of

-:FLOOR AND SKIRTING:-

All bed rooms dining room/ verandah and dining will have vitrify tiles finished (as per building choice)

-:TOILETS:-

Toilets will be provided with CPVE pipe line for general water supply from over head tank with water connection from reasonable source. One standard white commode with law down cistern for toilet and flooring will be marbel with skirting as per choice of the developer and one exhaust fan point /connection, shower point, one light point and one geyser point etc..

-:KITCHEN:-

The floor of the kitchen will have tiles with skirting all around, kitchen will have one tile table with one steel sink, walls have glaze tiles upon 2'-6" height from the top of black stone kitchen table with top

-:DOORS AND DOORS FERMS:-

All doors will have sal wooden frame and flash door. Main entrance door shall be provided with sal wood framed with flash door with magic eye and look and other doors are of bent Ply-wood.

-: WINDOWS FRAME AND GRILLS:-

All windows frames shall be made of Aluminum Channel sliding and shutter with M.S. Grills sliding Glass window of suitable design with 3mm smoke sheet glass.

-: INTERNAL WALLS:-

Plaster walls finished with commercial plaster of paris, Bricks works will be done with standard thickness to be used for walls and wooden / iron surface will be primer paint of two coat.

-:EXTERNAL WALLS:-

External walls to be furnished with water proof paint with colour (as per building choice).

-:WIRING:-

All concealed wiring in every rooms, toilet, kitchen, living cum dining and verandah.

-: BED ROOMS:-

1. One Bracket light point.
2. One tube – light point.
3. One ceiling fan point.
4. One 5 pin plug point on switch board with extra plug point.
5. One A.C. Point

-: LIVING/ DINING:-

1. Two tube- light point. (if required)
2. One bracket light point.
3. One ceiling fan point.
4. One 5 AMP point.
5. One 5 pin plug 15 AM point on switch board.
6. One T.V. Antenna concealed pipe line lay out only.

7. One electric ceiling bell attached at flat entrance.

-: KITCHEN:-

1. One CLF light point.
2. One Exhaust point.
3. One 5 AM plug point.
4. One Acquaguard point.
5. One Chimny point.

-: LIVING AND DINING:-

1. Water connection in living and dining.
2. White basin with water supply line fitting.

-: VERANDAH:-

1. Baricade with M.S. Grill (height should be 3 Ft.)

-: STAIR CASE:-

Fixed Baricade with M. S. Grill.

Floor should be Marble furnished (as per the choice of the said developer).

-: BOUNDARY WALL:-

Boundary wall will be standard hight of finished (inside and outside) by cemented plaster and painting will be with cement base paint (approve color).

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

SIGNED, SEAL & DELIVERED

by the Vendors at Sonarpur in presence of : -

WITNESS:-

- 1.

**ON BEHALF OF PRESENT
VENDORBEING REPRESENTED
AND CONSTITUTED ATTORNEY
SIGNATURE OF THE VENDOR**

2.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

RECEIVED an amount **of Rs. XXX** only as earnest money from the purchaser paid by following.

DATE	TYPE OF TRANSFER	AMOUNT
16/04/2026	UPI TXXX	XXX/-

An amount of Rs. XX/- (Rupees Four lakhs only) has been received via cash on 16/04/2026

TOTAL AMOUNT- Rs. XXX Only)

NAME AND ADDRESS

OF WITNESSES

1.

2.

**ON BEHALF OF PRESENT VENDOR
BEING REPRESENTED AND
CONSTITUTED ATTORNEY
SIGNATURE OF THE VENDOR**