



**(1) SRI TAPAN SURCHOWDHURY (PAN: ALIPS9156Q, Aadhaar No. 4719 7080 9577)**, son of Late Jatindra Mohan Surchowdhury, by faith – Hindu, by occupation – Retired Person, by Nationality – Indian, residing at 13/B/2, Barrister P. Mitra Road, P.O. – Alambazar, Police Station – Baranagar, Kolkata – 700035, District – North 24 Parganas, **(2) SMT. ALORANI DEB (PAN: AYSPD6475A, Aadhaar No. 7910 6782 7514)**, wife of Biplab Deb, by faith – Hindu, by occupation – Household duties, by Nationality – Indian, residing at 13/B/3 (previously) present at 13/B/2, Barrister P. Mitra Road, P.O. – Alambazar, Police Station – Baranagar, Kolkata – 700035, District – North 24 Parganas, represented by their constituted attorneys **“S. D. ENTERPRISE” (PAN: AFHFS5329E)**, a partnership firm having its office at 55, Rajkumar Mukherjee Road, P.O. – Alambazar, Police Station – Baranagar, Kolkata – 700035, District – North 24 Parganas, represented by its partners **(1) SRI SANJAY SURCHOWDHURY (PAN: AZLPS3627H, Aadhaar No. 4221 2728 3938)**, son of Sri Tapan Surchowdhury, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 13/B/2, Barister P. Mitra Road, P.O. – Alambazar, Police Station – Baranagar, Kolkata – 700035, District – North 24 Parganas, **(2) SRI DIBYENDU BHAR (PAN: AFHPB9106J, Aadhaar No. 5901 5937 1513)**, son of Sri Radha Kanta Bhar, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 55, Rajkumar Mukherjee Road, P.O. – Alambazar, Police Station – Baranagar, Kolkata – 700035, District – North 24 Parganas, appointed by virtue of two separate Development Agreement with Development Power of Attorneys both dated 07.06.2024, both registered in the office of the A.D.S.R., Cossipore Dum Dum, one recorded in Book No. I, Volume No. 1506-2024, Pages from 172556 to 172583, being no. 150605811 for the year 2024 and another recorded in Book No. I, Volume No. 1506-2024, Pages from 172584 to 172611, being no. 150605812 for the year 2024, hereinafter called and referred to as **VENDORS** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

**A N D**

**S. D. ENTERPRISE (PAN: AFHFS5329E)**, a partnership firm having its office at 55, Rajkumar Mukherjee Road, P.O. – Alambazar, Police Station – Baranagar, Kolkata – 700035, District – North 24 Parganas, represented by its partners **(1) SRI SANJAY SURCHOWDHURY (PAN: AZLPS3627H, Aadhaar No. 4221 2728 3938)**, son of Sri Tapan Surchowdhury, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 13/B/2, Barister P. Mitra Road, P.O. – Alambazar, Police Station – Baranagar, Kolkata – 700035, District – North 24 Parganas, **(2) SRI DIBYENDU BHAR (PAN: AFHPB9106J, Aadhaar No. 5901 5937 1513)**, son of Sri Radha Kanta Bhar, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 55, Rajkumar Mukherjee Road, P.O. – Alambazar, Police Station – Baranagar, Kolkata – 700035, District – North 24 Parganas, hereinafter called and referred to as **DEVELOPERS / CONFIRMING PARTY** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

**A N D**

**(1)** **(PAN: \_\_\_\_\_, Aadhaar No. \_\_\_\_\_)**, son of \_\_\_\_\_, by occupation – \_\_\_\_\_, residing at \_\_\_\_\_, P.O. & Police Station – \_\_\_\_\_, Kolkata – \_\_\_\_\_, **(2) \_\_\_\_\_ (PAN: \_\_\_\_\_, Aadhaar No. \_\_\_\_\_)**, wife of \_\_\_\_\_ and daughter of \_\_\_\_\_, by occupation - Housewife, residing at \_\_\_\_\_, P.O. - \_\_\_\_\_, Police Station - \_\_\_\_\_, District – \_\_\_\_\_, Pin – \_\_\_\_\_, (1) & (2) both by faith – \_\_\_\_\_, both by Nationality – Indian, hereinafter called and referred to as **PURCHASERS** (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

**WHEREAS** Sri Tapan Surchowdhury, the Vendor No. (1) herein have purchased ALL THAT piece and parcel of bastu land being Plot No. B2 measuring about 1 (One) Cotthah 10 (Ten) Chittacks 22 (Twenty Two) Sq.ft. more or less together with structure thereon comprised in Mouza – Baranagar, J.L. No. 5, R.S. No. 6, Touzi No. 1068/2833, Khatian Nos.

6149, 6144 & 5964, Dag No. 1787, Police Station – Baranagar, Premises No. 13, Barrister P. Mitra Road, District – 24 Parganas (now North 24 Parganas) from Sri Lal Mohan Bagchi by virtue of one Deed of Sale executed on 11.05.1977 registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. I, Volume No. 67, Pages from 226 to 230, being no. 2846 for the year 1977 and the said Sri Tapan Surchowdhury, the Vendor No. (1) herein became the sole and absolute owner of the said property thereby purchased.

**AND WHEREAS** thereafter the said Sri Tapan Surchowdhury, the Vendor No. (1) herein mutated his name in the records of the Baranagar Municipality as the sole and absolute owner of the said property and started paying regular rates and taxes. The authority of the Baranagar Municipality have allotted Premises / Holding No. 13/B/2, Barrister P. Mitra Road for the said property. The said property has been recorded as L.R. Khatian No. 2467, L.R. Dag No. 2939 of Mouza – Baranagar.

**AND WHEREAS** being desirous to develop the said property by constructing multi storied building on the said land after demolishing the existing structure the said Sri Tapan Surchowdhury, the Vendor No. (1) herein have entered into one Development Agreement with Development Power of Attorney dated 07.06.2024 with the Developers herein. The said Development Agreement with Development Power of Attorney was registered in the office of the A.D.S.R., Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2024, Pages from 172584 to 172611, being no. 150605812 for the year 2024.

**AND WHEREAS** on the other hand Smt. Alorani Deb, the Vendor No. (2) herein have purchased ALL THAT piece and parcel of bastu land being Plot No. B3 measuring about 1 (One) Cotthah 3 (Three) Chittacks 25 (Twenty Five) Sq.ft. more or less together with structure thereon comprised in Mouza – Baranagar, J.L. No. 5, R.S. No. 6, Touzi No. 1068/2833, Khatian Nos. 6149, 6144 & 5964, Dag No. 1787, Police Station – Baranagar, Premises No. 13, Barrister P. Mitra Road, District – 24 Parganas (now North 24 Parganas) from Sri Lal Mohan Bagchi by virtue of one Deed of Sale executed on 11.05.1977 registered in the office of the Sub-Registrar, Cossipore Dum Dum and recorded in Book No. I,

Volume No. 74, Pages from 163 to 167, being no. 2845 for the year 1977 and the said Smt. Alorani Deb, the Vendor No. (2) herein became the sole and absolute owner of the said property thereby purchased.

**AND WHEREAS** thereafter the said Smt. Alorani Deb, the Vendor No. (2) herein mutated her name in the records of the Baranagar Municipality as the sole and absolute owner of the said property and started paying regular rates and taxes. The authority of the Baranagar Municipality have allotted Premises / Holding No. 13/B/3, Barrister P. Mitra Road for the said property. The said property has been recorded as L.R. Khatian No. 2474, L.R. Dag No. 2939 of Mouza – Baranagar.

**AND WHEREAS** being desirous to develop the said property by constructing multi storied building on the said land after demolishing the existing structure the said Smt. Alorani Deb, the Vendor No. (2) herein have entered into one Development Agreement with Development Power of Attorney dated 07.06.2024 with the Developers herein. The said Development Agreement with Development Power of Attorney was registered in the office of the A.D.S.R., Cossipore Dum Dum and recorded in Book No. I, Volume No. 1506-2024, Pages from 172556 to 172583, being no. 150605811 for the year 2024.

**AND WHEREAS** thereafter the Developers herein have applied before the authority of the Baranagar Municipality for amalgamation of the said two premises / holding into one and the authority of the Baranagar Municipality have amalgamated the said to premises / holdings into one and have allotted Premises / Holding No. **13/B/2, Barrister P. Mitra Road, Kolkata – 700035** for the total amalgamated land measuring about **2 (Two) Cotthahs 14 (Fourteen) Chittacks 2 (Two) Sq.ft.** more or less which is morefully described in the Schedule 'A' hereinafter written.

**AND WHEREAS** as per the terms and conditions of the said Development Agreement with Development Power of Attorney and by the strent of the powers mentioned therein the Developers have started construction of a multi storied building on the said land as per the Sanctioned Building

Plan being Plan / Building Permit No. **SWS-OBPAS/2103/2024/0343** dated **03.10.2024** sanctioned by the Baranagar Municipality.

**AND WHEREAS** the Purchasers made an offer to the Vendors/Developers to purchase one Self Contained Residential Flat measuring about **Sq.ft.** more or less including super built up area on the **Floor,** **Side** of the said building from Developers' Allocation with proportionate share of the land and staircase and the Vendors and Developers accepted the said offer of the Purchasers. The said flat is morefully described in the Schedule 'B' hereinafter written.

**AND WHEREAS** the Vendors and Developers have agreed to sell the and the Purchasers has agreed to purchase the said flat at or for the consideration money of **Rs.** **/- (Rupees** **Lakhs**  
**Thousand** **Hundred and** **) only** i.e. Rs. **/-**  
per Sq.ft. free from all encumbrances and liabilities whatsoever.

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO**  
**HEREBY MUTUALLY AGREED AS FOLLOWS:-**

1. The Vendors and Developers shall sell and the Purchasers shall purchase the said property described in the **Schedule 'B'** hereinafter written free from all encumbrances and liabilities whatsoever for the consideration of **Rs.** **/- (Rupees**  
**Lakhs** **Thousand** **Hundred and**  
**) only.**
2. That the Purchasers shall pay to the Developers an amount of **/- (Rupees** **) only** as earnest money of the total consideration amount as agreed at the time of execution of this agreement. The balance consideration amount shall be paid by the Purchasers to the Developers by various parts within **18 (Eighteen) months** from the date of execution of this agreement as per the payment schedule hereinafter mentioned. After completion of payment of full and final consideration money the Vendors and Developers shall handover the possession of the said flat to the Purchasers and also execute and register the

Deed of Conveyance in favour of the Purchasers in regard to the Schedule 'B' flat at the costs and expenses of the Purchasers.

3. That if the Vendors/Developers fails and/or neglects to complete the sale after the title being made out within the time aforesaid or otherwise to carry out any one or more of the obligations on their part as herein provided, in such a situation the Vendors/Developers will be at liberty to enforce specific performance of this agreement.
4. That if the title is found good and marketable and the purchasers fail to complete the purchase within the time aforesaid, in such a situation the Developers shall repay the money paid by the purchasers to the purchasers after deducting 20% from the same as damages and thereafter the Vendors and Developers shall be at liberty to sell the said flat to any other intending purchasers or purchasers.
5. That after the sale of the said flat the Purchasers shall become the absolute owners of the said flat with proportionate share of staircase and have absolute right, title and interest over the same and shall record and mutate their names as the owners of the said flat in the assessment books of the Baranagar Municipality.
6. That the said Apartment or any portion thereof is not at present affected by any notice or scheme of Baranagar Municipality or any other authorities. If before completion of the sale it is found to be affected it shall be optional for the purchasers to rescind this agreement and on demand the Vendors/Developers shall be liable to refund the payment made by the purchasers in full to the purchasers forthwith.
7. That with the completion of the sale and execution and registration of the Deed of Conveyance in favour of the Purchasers, the Vendors/Developers shall hand over the vacant possession of the said flat to the Purchasers.

8. That it is hereby expressly recorded that the Purchasers shall be entitled to enjoy the roof in common with the right of ingress to the said flat through the staircase.
9. That the Purchasers shall pay the Stamp Duty and Registration Fee for the registration of the Deed of Conveyance. The Cost of Registration shall be paid by the Purchasers and the Registration Process shall be conducted by the Learned Advocate of the Developers.
10. That with the completion of the sale and execution and registration of the Deed of Conveyance in favour of the Purchasers, the Purchasers along with the Vendors and Developers shall execute appropriate formalities with various departments of the Government.
11. That after the sale the Purchasers shall use the said flat only for residential purpose and shall not use the same for any illegal purposes.
12. That the Purchasers shall not dump any garbage in the common space of the apartment and shall not block or occupy any portion of the building illegally.
13. The Purchasers shall not change the colour of the outer wall of the building or any part thereof and shall not make any addition or alteration of the inner side of the building which may cause damage of the same.
14. The Purchasers shall pay the electricity charges for the common area to the Vendors/Developers until the Flat Owners' Association will be formed. After that the electricity charges for common area shall be paid to the Association.
15. That the Purchasers shall become the member of the Flat Owners' Association of the said apartment.
16. That it shall be expressly declared that if there be any negligence in the construction of the said building and if any accident takes

place due to such negligence, the Vendors shall not be liable. In such an incident his constituted attorneys shall be liable.

17. That it is expressly agreed by and between the parties that the Vendors/Developers shall provide the specification in the said flat as mentioned in Schedule 'C'. For extra or additional specification the Purchasers shall pay additional charges to the Vendors/Developers or their representatives accordingly.
18. That after completion of the construction of the said building the Developers shall obtain Occupancy Certificate / Completion Certificate from the Baranagar Municipality and deliver a copy of the same to the Purchasers.
19. That the Purchasers shall pay an additional amount to the Developers for installation of drinking water connection, electricity meter, collapsible gate and tap on the balcony of the said flat.

**THE SCHEDULE 'A' ABOVE REFERRED TO**

**(Entire Land and Building)**

**ALL THAT** piece and parcel of bastu land measuring about **2 (Two) Cotthahs 14 (Fourteen) Chittacks 2 (Two) Sq.ft.** more or less together the proposed multi storied building thereon with **Lift Facility** comprised in Mouza – Baranagar, J.L. No. 5, R.S. No. 6, Touzi No. 1068/2833, Khatian Nos. 6149, 6144 & 5964, Dag No. 1787, corresponding to L.R. Khatian Nos. 2467 & 2474, L.R. Dag No. 2939, Police Station – Baranagar, Premises / Holding No. **13/B/2, Barrister P. Mitra Road, Kolkata – 700035**, under the limits of the Baranagar Municipality, Ward No. 11, under A.D.S.R., Cossipore Dum Dum, District – North 24 Parganas, which is butted and bounded as follows:-

- ON THE NORTH** : By Municipal Road;
- ON THE SOUTH** : By House of Pranab Banerjee & others;
- ON THE EAST** : By Land of Plot No. C/1;
- ON THE WEST** : By Land of Lal Mohan Bagchi (Plot No. B1);

**THE SCHEDULE 'B' ABOVE REFERRED TO**  
**(THE FLAT)**

**ALL THAT one Self Contained Residential Flat** measuring an area of **Sq.ft.** including super built up area be the same or a little more or less on the **Floor,** consisting of **( ) Bed Rooms, ( ) Kitchen, ( ) Dining, ( ) Toilet and ( ) Balcony** of the above building mentioned in the "**Schedule A**" together with proportionate share of indivisible and importable land and all easement right in the common area of flat building.

**THE SCHEDULE 'C' ABOVE REFERRED TO**  
**(Specification)**

General Specification subject to the minor deviation depending upon the circumstances for the multi storied building. The construction of which already started at Premises / Holding No. **13/B/2, Barrister P. Mitra Road, Kolkata – 700035,** in the District 24 Parganas North, are as follows:

1. **Foundation** : R.C.C.(1:2) in frame structure.
2. **External wall** : 8" thick brick work with quality brick in cement 1:5
3. **Structural Frame** : R.C.C.(1:2:4) in column beam slabs.
4. **Partition Walls** : 5" thick brick work with quality brick in cement mortar 1:4/1:3 and internal wall will be finished with Plaster of Paris.

5. **Door** : Main Door wooden. All other doors will be of Flush Door. The door of Bathroom will be of PVC.
6. **Windows** : Aluminum Framed sliding with glass fitting with grill fitting.
7. **Floor** : Full marble / floor tiles finished.
8. **Water Supply** : By Submersible pump 24 hours supply from overhead tank.
9. **Toilets** : 5 feet height coloured glazed tiles on walls finish on floors & plumbing materials will be of standard plastic all over pipe lines, 3 nos. Tap Water connection and one Shower & one basin (without stand), one Western Commode will be provided.
10. **Kitchen** : Gas Cylinder slab with black stone finish of 5' x 1½ with 2 ½ feet height coloured Granite Stone surrounding the slab & two tap water point and steel sink will be provided.
11. **Electric** : Concealed wiring, flat wise total 30 points (more or less) will be Provided and One Air Conditioner Point shall be provided.

**N.B.:** For any extra work other than the works mentioned hereinabove, the purchasers shall pay the extra charges to the Developers.

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

Signed, sealed and delivered by the  
Parties in the presence of:-

**WITNESSES:**

1.

\_\_\_\_\_  
**AS CONSTITUTED ATTORNEYS OF**  
**SRI TAPAN SURCHOWDHURY**  
**SMT. ALORANI DEB**  
SIGNATURE OF VENDORS

2.

\_\_\_\_\_  
SIGNATURE OF DEVELOPERS

\_\_\_\_\_  
SIGNATURE OF PURCHASERS

Drafted by me.

TANMOY MUKHERJEE,  
Advocate,  
HIGH COURT, CALCUTTA.

**MEMO OF CONSIDERATION**

**RECEIVED** from within named Purchasers the sum of  
**Rs.           /- (Rupees           Lakhs) only** being the advance  
 consideration money as agreed in this agreement.

**MEMO**

<b>Cheque/Draft/Cash</b>	<b>Date</b>	<b>Bank &amp; Branch</b>	<b>Amount</b>
			<b>Rs.</b>
		<b>Total</b>	<b>Rs.</b>

**(Rupees           Lakhs) only**

**WITNESSES:**

1.

2.

\_\_\_\_\_  
 SIGNATURE OF DEVELOPERS