

THIS AGREEMENT FOR SALE

Made this the _____ day of _____, 2025

[Two Thousand Twenty Five]

BETWEEN

[1] **SRI [DR.] SUPRAVAT SUR [PAN AMGPS1770H] [AADHAAR 2155 9616 4729]** [Date of Birth: 11/11/1956], son of Late Sankar Prasad Sur, by Occupation - Retired Person, residing at 33, B. K. Paul Avenue, Post Office - Hatkhola, under Police Station - Jorabagan, District - Kolkata, PIN - 700 005, State - West Bengal, [2] **SRIMATI SOMA CHOWDHURY [PAN CCCPC3930P] [AADHAAR 6930 3565 6666]** [Date of Birth: 01/01/1998], daughter of Biswajit Chowdhury and wife of Sri Avijit Seal, by Occupation - Home Maker, residing at DD-37, Sahapara, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal, [3] **SRI SUSANTA SUR [PAN ESNPS3566J] [AADHAAR 4387 1283 0107]** [Date of Birth: 01/01/1957], son of Late Baidyanath Sur, by Occupation - Retired Person, [4] **SRIMATI DINA SUR [PAN PYLPS5040C] [AADHAAR 2666 2471 7503]** [Date of Birth: 27/01/1980], wife of Late Sudipta Sur and daughter of Gopal Saha, by Occupation - Homemaker and [5] **SRI SUPRATIM SUR [PAN PYLPS5257M] [AADHAAR 4848 6350 9358]** [Date of Birth:

30/01/2001, son of Late Sudipta Sur, by Occupation - Service, No. 3 to 5 all are residing at AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, State - West Bengal, all by Religion - Hindu, by Nationality - Indian, hereinafter referred to and called as the **LANDOWNERS/VENDORS** [which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns] of the **FIRST PART**, represented by **TRISHUL GRIHA NIRMAN [PAN AAWFT9443Q]**, a Partnership Firm, governed by the Indian Partnership Act, 1932 as amended up-to-date, having its Office at DD-12/1, Sahapara, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal, represented by its Partners namely [1] **SRI SUSANTA SAHA [PAN BHJPS0668H] [AADHAAR 4249 5490 6604]**, son of Sri Amiya Kumar Saha, residing at DD-12/1, Saha Para, Post Office - Deshbandhu Nagar, under Police Station - Rajarhat [old] Baguiati [new], District North 24-Parganas, PIN - 700 059, West Bengal, [2] **SRI AVIJIT SEAL [PAN EHAPS5885L] [AADHAAR 6825 4236 2634]**, son of Late Narayan Chandra Seal, residing at DD-37, Sahapara, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal and [3] **SRI AVIJIT NASKAR [PAN ASVPN4420C] [AADHAAR 2768 8361 4370]**, son of Sri Pradip Naskar, residing at BE-7, Arjunpur East, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal, all by Religion - Hindu, by Occupation - Business, by Nationality - Indian, as **Constituted Attorney** by virtue of a **Development Power of Attorney after Registered Development Agreement** dated **9th day of December, 2024** which was duly registered with the **Office of the Additional Registrar of Assurance - II at Kolkata** and recorded into Book No. I, Volume No. 1902-2024, Pages from 762062 to 762087, **Being No. 190214508** for the year **2024**;

AND

TRISHUL GRIHA NIRMAN [PAN AAWFT9443Q], a Partnership Firm, governed by the Indian Partnership Act, 1932 as amended up-to-date, having its Office at DD-12/1, Sahapara, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal, represented by its Partners namely [1] **SRI SUSANTA SAHA [PAN BHJPS0668H] [AADHAAR 4249 5490 6604]**, son of Sri Amiya Kumar Saha, residing at DD-12/1, Saha Para, Post Office - Deshbandhu Nagar, under Police Station - Rajarhat [old] Baguiati [new], District North 24-Parganas, PIN - 700 059, West Bengal, [2] **SRI AVIJIT SEAL [PAN EHAPS5885L] [AADHAAR 6825 4236 2634]**, son of Late Narayan Chandra Seal, residing at DD-37, Sahapara, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal and [3] **SRI AVIJIT NASKAR [PAN ASVPN4420C] [AADHAAR 2768 8361 4370]**, son of Sri Pradip Naskar, residing at BE-7, Arjunpur East, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal, all by Religion - Hindu, by Occupation - Business, by Nationality - Indian, hereinafter referred to as the **DEVELOPER** [which

expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns] of the **SECOND PART**;

AND

[1] **SRI/SRIMATI/KUMARI** _____ [PAN _____]

[AADHAAR _____], son/wife/daughter of _____, by Religion - _____, by Occupation - _____, by Nationality - Indian, residing at _____, Post Office - _____, under Police Station - _____, District - _____, PIN - _____, State - _____,

[2] **SRI/SRIMATI/KUMARI** _____ [PAN _____]

[AADHAAR _____], son/wife/daughter of _____, by Religion - _____, by Occupation - _____, by Nationality - Indian, residing at _____, Post Office - _____, under Police Station - _____, District - _____, PIN - _____, State - _____,

hereinafter referred to as the **PURCHASER/S** [which terms and expressions shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his/her/their respective heirs, executors, administrators, representatives and assigns] of the **THIRD PART**;

WHEREAS:

A. That, by a **Deed of Sale** dated the **26th** day of **Falgun, 1345 B. S.** corresponding to **10th** day of **March, 1939**, one **KUMARI URMILA SUR**, daughter of Late Brojendra Lal Sur, therein referred to and called as the **Vendor** of the **One Part** due to urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured **ALL THAT** piece or parcel of a plot of land classified as **BASTU** measuring about **3 [three] Cottahs 0 [zero] Chittack 0 [zero] Square Feet** more or less, lying and situated at **Mouza - ARJUNPUR, J. L. No. 7, R. S. No. 160, Touzi No. 1513, Pargana - Kalikata**, comprised in C. S. Dag No. 724 appertaining to C. S. Khatian No. 153/1, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, Dum Dum, under Police Station - Rajarhat, District 24-Parganas, unto and in favour of **[1] SRI SANKAR PRASAD SUR, [2] SRI BISWANATH SUR and [3] SRI BAIDYANATH SUR**, all are sons of Late Akshay Kumar Sur, therein referred to and called as the **Purchasers** of the **Other Part** which was duly registered with the Office of the Sub-Registrar at Cossipore, Dum Dum and recorded in Book No. I, Volume No. 20, Pages from 23 to 24, **Being No. 755** for the year **1939**, against the consideration mentioned therein and thus handed over the peaceful, vacant and physical possession of the aforesaid property absolutely and forever;

B. That, by virtue of aforesaid Deed, said **[1] SRI SANKAR PRASAD SUR, [2] SRI BISWANATH SUR and [3] SRI BAIDYANATH SUR**, all are sons of Late Akshay Kumar Sur, became the absolute joint owners of aforesaid property and thus mutated their names with the offices of the concerned competent authorities and used to pay proper tax, cess, rents, rates, levis and other outgoings against their names regularly and punctually and

thus they have prepared a building plan for a two storied building with the help of a reputed architect and submitted before the concerned competent authority for necessary sanction and/or approval and after procurement of sanctioned and/or approved plan they have jointly constructed a two storied building from their own cost, expenses and supervision and completed the same in habitable condition in all respect;

- C. That, during the course of enjoyment, said **SANKAR PRASAD SUR** died intestate on **12th day of December, 2009** and his wife namely **KAMALA SUR** died intestate long before his death on **30th day of January, 1960** leaving behind them, **their only son** namely **SRI [DR.] SUPRAVAT SUR** and **only daughter** namely **SRIMATI SUKLA NEOGY**, wife of Sri Sankar Nath Neogy, as the only legal heir, heiress, successors, representatives towards the estate of deceased **SANKAR PRASAD SUR**, by virtue of law of inheritance as per Hindu Succession Act, 1956, as amended up-to-date, each of them having **undivided un-demarcated 1/6th share** of aforesaid property;
- D. That, after the demise of said **SANKAR PRASAD SUR**, by virtue of law of inheritance said **[1] SRI [DR.] SUPRAVAT SUR**, son of Late Sankar Prasad Sur and **[2] SRIMATI SUKLA NEOGY**, wife of Sri Sankar Nath Neogy and daughter of Late Sankar Prasad Sur, became the absolute joint owners of aforesaid property along with their uncles and co-owners as well said **[1] SRI BISWANATH SUR** and **[2] SRI BAIDYANATH SUR**, both are sons of Late Akshay Kumar Sur;
- E. That, during the course of enjoyment, out of love and affection by a **Deed of Gift** dated the **23rd day of September, 2011**, said **SRIMATI SUKLA NEOGY**, wife of Sri Sankar Nath Neogy and daughter of Late Sankar Prasad Sur, therein referred to and called as the **Donor** of the **One Part** voluntarily gifted, granted, transferred, assigned and assured **ALL THAT** piece or parcel of a portion of land measuring about **0 [zero] Cottah 8 [eight] Chittacks 0 [zero] Square Feet** more or less **TOGETHER WITH** portion of **Two Storied Building** measuring about **360 [three hundred sixty] Square Feet** more or less, out of which **Ground Floor** measuring about **180 [one hundred eighty] Square Feet** more or less and **First Floor** measuring about **180 [one hundred eighty] Square Feet** more or less, which is the **undivided un-demarcated 1/6th share** of total plot of land classified as **BASTU** measuring about **3 [three] Cottahs 0 [zero] Chittack 0 [zero] Square Feet** more or less **TOGETHER WITH** a **Two Storied Building** measuring about **2160 [two thousand one hundred sixty] Square Feet** more or less, out of which **Ground Floor** measuring about **1080 [one thousand eighty] Square Feet** more or less and **First Floor** measuring about **1080 [one thousand eighty] Square Feet** more or less, lying and situated at **Mouza - ARJUNPUR, J. L. No. 7, R. S. No. 160, Touzi No. 1513, Pargana - Kalikata**, comprised in C. S. Dag No. 724 corresponding to R. S. Dag No. 771 corresponding to L. R. Dag No. 1103 appertaining to C. S. Khatian No. 153/1 corresponding to L. R. Khatian Nos. Kri - 1175, Kri - 1669 and Kri - 1573, within the local limits of Ward No. 24 of the **Rajarhat Gopalpur Municipality**, being **Municipal**

Holding No. RGM/24/17, Dakshin Arunpur, being Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, within the jurisdiction of the office of the Additional District Sub-Registrar at Bidhannagar [Salt Lake City], under Police Station - Rajarhat, District North 24-Parganas, PIN - 700 059, State - West Bengal, towards her own brother and co-owner as well said **SRI [DR.] SUPRAVAT SUR**, son of Late Sankar Prasad Sur, therein referred to and called as the **Donee** of the **Other Part** and the **Landowner No. 1** herein, which was duly registered with the **Office of the Additional Registrar of Assurances - II** at **Kolkata** and recorded in Book No. I, CD Volume No. 48, Pages from 2622 to 2645, **Being No. 12336** for the year **2011** and thus handed over peaceful, vacant and physical possession of her undivided un-demarcated share of the aforesaid property absolutely and forever;

- F. That, by virtue of law of inheritance and aforesaid Deed of Gift, said **SRI [DR.] SUPRAVAT SUR**, son of Late Sankar Prasad Sur, became the absolute joint owners of aforesaid property along with his uncles and co-owners as well said **[1] SRI BISWANATH SUR** and **[2] SRI BAIDYANATH SUR**, both are sons of Late Akshay Kumar Sur;
- G. That, while thus said **[1] SRI [DR.] SUPRAVAT SUR**, son of Late Sankar Prasad Sur, **[2] SRI BISWANATH SUR** and **[3] SRI BAIDYANATH SUR**, both are sons of Late Akshay Kumar Sur, enjoying the aforesaid property as the absolute joint owners of aforesaid property, due to inconvenience of enjoyment by a **Deed of Partition** made and executed on **18th day of June, 2014**, between said **SRI [DR.] SUPRAVAT SUR**, son of Late Sankar Prasad Sur, therein referred to and called as the **Party of the First Part**, said **SRI BAIDYANATH SUR**, son of Late Akshay Kumar Sur, therein referred to and called as the **Party of the Second Part** and said **SRI BISWANATH SUR**, son of Late Akshay Kumar Sur, therein referred to and called as the **Party of the Third Part**, which was duly registered with the **Office of the Additional Registrar of Assurances - II** at **Kolkata** and recorded in Book No. I, CD Volume No. 36, Pages from 923 to 945, **Being No. 07550** for the year **2014**, by which they have partitioned their aforesaid property amongst themselves in the manner appearing hereunder:
 - (a) **SRI [DR.] SUPRAVAT SUR**, son of Late Sankar Prasad Sur, became the sole and absolute owner of land identified as **Scheme Plot No. "A"** measuring about **1 [one] Cottah 0 [zero] Chittack 0 [zero] Square Feet** more or less **TOGETHER WITH Two Storied Pucca Structure** measuring about **400 [four hundred] Square Feet** more or less, out of which **Ground Floor** measuring about **250 [two hundred fifty] Square Feet** more or less and **First Floor** measuring about **150 [one hundred fifty] Square Feet** more or less standing thereon, situated at being **Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar**, under Police Station - Rajarhat, District North 24-Parganas, PIN - 700 059, State - West Bengal;

(b) **SRI BAIDYANATH SUR**, son of Late Akshay Kumar Sur, became the sole and absolute owner of land identified as **Scheme Plot No. "B"** measuring about 1 [one] Cottah 0 [zero] Chittack 0 [zero] Square Feet more or less **TOGETHER WITH** Two Storied Pucca Structure measuring about 600 [six hundred] Square Feet more or less, out of which **Ground Floor** measuring about 500 [five hundred] Square Feet more or less and **First Floor** measuring about 100 [one hundred] Square Feet more or less standing thereon, situated at being **Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Rajarhat, District North 24-Parganas, PIN - 700 059, State - West Bengal;**

(c) **SRI BISWANATH SUR**, son of Late Akshay Kumar Sur, became the sole and absolute owner of land identified as **Scheme Plot No. "C"** measuring about 1 [one] Cottah 0 [zero] Chittack 0 [zero] Square Feet more or less **TOGETHER WITH** Two Storied Pucca Structure measuring about 800 [eight hundred] Square Feet more or less, out of which **Ground Floor** measuring about 400 [four hundred] Square Feet more or less and **First Floor** measuring about 400 [four hundred] Square Feet more or less standing thereon standing thereon, situated at being **Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, under Police Station - Rajarhat, District North 24-Parganas, PIN - 700 059, State - West Bengal;**

H. That, during the course of enjoyment, said **BISWANATH SUR** died intestate on **17th day of December, 2016** and his wife namely **AVA SUR** died intestate long before his death on **3rd day of November, 2011**, leaving behind him, his brother said **SRI BAIDYANATH SUR**, his nephew said **SRI [DR.] SUPRAVAT SUR**, son of Late Sankar Prasad Sur and niece said **SRIMATI SUKLA NEOGY**, wife of Sri Sankar Nath Neogy and daughter of Late Sankar Prasad Sur, as the only legal heirs, heiress, successors and representatives towards the estate of deceased **BISWANATH SUR**, by virtue of law of inheritance as per Hindu Succession Act, 1956, as amended up-to-date;

I. That, during the course of enjoyment, said **BAIDYANATH SUR** died intestate on **3rd day of May, 2022**, his wife namely **SOVA SUR** died intestate on **14th day of June, 2002**, leaving behind them, their 2 [two] sons namely [1] **SRI SUSANTA SUR** and [2] **SUDIPTA SUR** [died intestate on **22nd day of August, 2018**], as the only legal heirs, heiress, successors and representatives towards the estate of deceased **BAIDYANATH SUR**, by virtue of law of inheritance as per Hindu Succession Act, 1956, as amended up-to-date;

J. That, said **SUDIPTA SUR** died intestate on **22nd day of August, 2018**, leaving behind him, his wife namely **SRIMATI DINA SUR** and only son namely **SRI SUPRATIM SUR**, as the only legal heiress, heir, successors and representatives towards the estate of deceased **SUDIPTA SUR**, by

virtue of law of inheritance as per Hindu Succession Act, 1956, as amended up-to-date;

K. That, said **SUKLA NEOGY** died intestate on 12th day of July, 2019, leaving behind her **only daughter** namely **SRIMATI SUMONA SUR**, wife of Sri Sanjay Sur, as the only legal heiress, successors and representatives towards the estate of deceased **SUKLA NEOGY**, by virtue of law of inheritance as per Hindu Succession Act, 1956, as amended up-to-date;

L. That, by virtue of law of inheritance and aforesaid Deeds, the Landowners herein became the owner or owners of the property in the manner appearing hereunder:

(a) **SRI [DR.] SUPRAVAT SUR**, son of Late Sankar Prasad Sur, the Landowner No. 1 herein became the sole and absolute owner of land identified as **Scheme Plot No. "A"** measuring about 1 [one] Cottah 0 [zero] Chittack 0 [zero] Square Feet more or less **TOGETHER WITH Two Storied Pucca Structure** measuring about 400 [four hundred] Square Feet more or less, out of which **Ground Floor** measuring about 250 [two hundred fifty] Square Feet more or less and **First Floor** measuring about 150 [one hundred fifty] Square Feet more or less standing thereon, situated at being **Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar**, under Police Station - Rajarhat, District North 24-Parganas, PIN - 700 059, State - West Bengal,

and portion of land measuring about 0 [zero] Cottah 4 [four] Chittacks 0 [zero] Square Feet more or less **TOGETHER WITH** portion of **Two Storied Pucca Structure** measuring about 200 [two hundred] Square Feet more or less, out of which **Ground Floor** measuring about 100 [one hundred] Square Feet more or less and **First Floor** measuring about 100 [one hundred] Square Feet more or less which is the **undivided un-demarcated 1/4 [one fourth] share** of total land identified as **Scheme Plot No. "C"** measuring about 1 [one] Cottah 0 [zero] Chittack 0 [zero] Square Feet more or less **TOGETHER WITH Two Storied Pucca Structure** measuring about 800 [eight hundred] Square Feet more or less, out of which **Ground Floor** measuring about 400 [four hundred] Square Feet more or less and **First Floor** measuring about 400 [four hundred] Square Feet more or less standing thereon, situated at being **Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar**, under Police Station - Rajarhat, District North 24-Parganas, PIN - 700 059, State - West Bengal;

(b) **SRIMATI SUMONA SUR**, wife of Sri Sanjay Sur and daughter of Shankar Nath Neogy and Late Sukla Neogy, became the sole and absolute owner of portion of land measuring about 0 [zero] Cottah 4 [four] Chittacks 0 [zero] Square Feet more or less **TOGETHER WITH** portion of **Two Storied Pucca Structure** measuring about 200 [two

hundred] Square Feet more or less, out of which **Ground Floor** measuring about **100 [one hundred] Square Feet** more or less and **First Floor** measuring about **100 [one hundred] Square Feet** more or less which is the **undivided un-demarcated 1/4 [one fourth] share** of total land identified as **Scheme Plot No. "C"** measuring about **1 [one] Cottah 0 [zero] Chittack 0 [zero] Square Feet** more or less **TOGETHER WITH** Two Storied Pucca Structure measuring about **800 [eight hundred] Square Feet** more or less, out of which **Ground Floor** measuring about **400 [four hundred] Square Feet** more or less and **First Floor** measuring about **400 [four hundred] Square Feet** more or less standing thereon, situated at being **Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar**, under Police Station - Rajarhat, District North 24-Parganas, PIN - 700 059, State - West Bengal;

(c) **[1] SRI SUSANTA SUR**, son of Late Baidyanath Sur, **[2] SRIMATI DINA SUR**, wife of Late Sudipta Sur and daughter of Gopal Saha and **[3] SRI SUPRATIM SUR**, son of Late Sudipta Sur, the Landowners No. 3 to 5 herein became the absolute joint owners of land identified as **Scheme Plot No. "B"** measuring about **1 [one] Cottah 0 [zero] Chittack 0 [zero] Square Feet** more or less **TOGETHER WITH** Two Storied Pucca Structure measuring about **600 [six hundred] Square Feet** more or less, out of which **Ground Floor** measuring about **500 [five hundred] Square Feet** more or less and **First Floor** measuring about **100 [one hundred] Square Feet** more or less standing thereon, situated at being **Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar**, under Police Station - Rajarhat, District North 24-Parganas, PIN - 700 059, State - West Bengal,

and land measuring about **0 [zero] Cottah 8 [eight] Chittacks 0 [zero] Square Feet** more or less **TOGETHER WITH** portion of Two Storied Pucca Structure measuring about **400 [four hundred] Square Feet** more or less, out of which **Ground Floor** measuring about **200 [two hundred] Square Feet** more or less and **First Floor** measuring about **200 [two hundred] Square Feet** more or less which is the **undivided un-demarcated 1/2 [half] share** of total land identified as **Scheme Plot No. "C"** measuring about **1 [one] Cottah 0 [zero] Chittack 0 [zero] Square Feet** more or less **TOGETHER WITH** a Two Storied Pucca Structure measuring about **800 [eight hundred] Square Feet** more or less, out of which **Ground Floor** measuring about **400 [four hundred] Square Feet** more or less and **First Floor** measuring about **400 [four hundred] Square Feet** more or less standing thereon, situated at being **Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar**, under Police Station - Rajarhat, District North 24-Parganas, PIN - 700 059, State - West Bengal;

M. That, during the course of enjoyment, due to urgent requirement of lawful money by a **Deed of Conveyance** dated the **7th day of May, 2024**, said **SRIMATI SUMONA SUR**, wife of Sri Sanjay Sur and daughter of Shankar Nath Neogy and Late Sukla Neogy, therein referred to and called as the

Vendor of the **One Part** had sold, transferred, conveyed, granted, assigned and assured **ALL THAT** piece or parcel of a portion of land measuring about **0 [zero] Cottah 4 [four] Chittacks 0 [zero] Square Feet** more or less **TOGETHER WITH** portion of **Two Storied Pucca Structure** measuring about **200 [two hundred] Square Feet** more or less, out of which **Ground Floor** measuring about **100 [one hundred] Square Feet** more or less and **First Floor** measuring about **100 [one hundred] Square Feet** more or less which is the **undivided un-demarcated 1/4 [one fourth]** share of total plot of land classified as **BASTU** and identified as **Scheme Plot No. "C"** measuring about **1 [one] Cottah 0 [zero] Chittack 0 [zero] Square Feet** more or less **TOGETHER WITH** **Two Storied Pucca Structure** measuring about **800 [eight hundred] Square Feet** more or less, out of which **Ground Floor** measuring about **400 [four hundred] Square Feet** more or less and **First Floor** measuring about **400 [four hundred] Square Feet** more or less standing thereon, lying and situated at **Mouza - ARJUNPUR, J. L. No. 7, R. S. No. 160, Touzi No. 1513, Pargana - Kalikata**, comprised in **C. S. Dag No. 724** corresponding to **R. S. Dag No. 771** corresponding to **L. R. Dag No. 1103** appertaining to **C. S. Khatian No. 153/1** corresponding to **L. R. Khatian Nos. KRI - 1175, KRI - 1669 and KRI - 1573**, within the local limits of **Ward No. 24** of the **Rajarhat Gopalpur Municipality**, being **Municipal Holding No. RGM/24/17, Dakshin Arunpur**, presently under **Ward No. 10** of the **Bidhannagar Municipal Corporation**, being **Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar**, within the jurisdiction of the Office of the Additional District Sub-Registrar previously at **Bidhannagar [Salt Lake City]** presently at **Rajarhat, New Town**, under **Police Station - Rajarhat [old] Baguiati [new]**, **District North 24-Parganas, PIN - 700 059, State - West Bengal**, unto and in favour of one **SRIMATI SOMA CHOWDHURY**, daughter of Biswajit Chowdhury and wife of Sri Avijit Seal, therein referred to and called as the **Purchaser of the Other Part** and the Landowner No. 2 herein, which was duly registered with the Office of the Additional District Sub-Registrar at **Rajarhat, New Town** and recorded in Book No. I, Volume No. 1523-2024, Pages from 290681 to 290704, **Being No. 152307457** for the year **2024**, against the consideration mentioned therein and thus handed over the peaceful, vacant and physical possession of her share of the aforesaid property absolutely and forever;

N. That, with an intension to develop their respective properties, the Landowners herein amalgamated their respective properties into a single property and said [1] **SRI [DR.] SUPRAVAT SUR**, son of Late Sankar Prasad Sur, [2] **SRIMATI SOMA CHOWDHURY**, daughter of Biswajit Chowdhury and wife of Sri Avijit Seal, [3] **SRI SUSANTA SUR**, son of Late Baidyanath Sur, [4] **SRIMATI DINA SUR**, wife of Late Sudipta Sur and daughter of Gopal Saha and [5] **SRI SUPRATIM SUR**, son of Late Sudipta Sur, became the joint owners of **ALL THAT** piece or parcel of a plot of land classified as **BASTU** measuring about **3 [three] Cottahs 0 [zero] Chittack 0 [zero] Square Feet** more or less **TOGETHER WITH** a **Two Storied Building** measuring about **1800 [one thousand eight hundred] Square Feet** more or less, out of which **Ground Floor** measuring about **1150 [one**

thousand one hundred fifty] Square Feet more or less and First Floor measuring about 650 [six hundred fifty] Square Feet more or less, lying and situated at Mouza - ARJUNPUR, J. L. No. 7, R. S. No. 160, Touzi No. 1513, Pargana - Kalikata, comprised in C. S. Dag No. 724 corresponding to R. S. Dag No. 771 corresponding to L. R. Dag No. 1103 appertaining to C. S. Khatian No. 153/1 corresponding to L. R. Khatian Nos. 2275, 1669 and 1573, within the local limits of Ward No. 24 of the Rajarhat Gopalpur Municipality, being Municipal Holding No. RGM/24/17, Dakshin Arunpur, presently under Ward No. 10 of the Bidhannagar Municipal Corporation, being Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar, within the jurisdiction of the Office of the Additional District Sub-Registrar previously at Bidhannagar [Salt Lake City] presently at Rajarhat, New Town, under Police Station - Rajarhat [old] Baguiati [new], District North 24-Parganas, PIN - 700 059, State - West Bengal, which is morefully and particularly mentioned in the First Schedule written hereunder and referred to and called as the "SAID PREMISES";

- O. That, the Landowners/Vendors with a view to construct a multi storied building at the said premises enquired and discussed various contractors, Developers regarding construction of multi storied building and gained knowledge thereto;
- P. That, with an object to develop the land, the Landowners/Vendors herein entered into a Development Agreement on 9th day of December, 2024 with a reputed Developer namely **TRISHUL GRIHA NIRMAN**, a Partnership Firm, governed by the Indian Partnership Act, 1932 as amended up-to-date, having its Office at DD-12/1, Sahapara, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal, represented by its Partners namely [1] **SRI SUSANTA SAHA**, son of Sri Amiya Kumar Saha, residing at DD-12/1, Saha Para, Post Office - Deshbandhu Nagar, under Police Station - Rajarhat [old] Baguiati [new], District North 24-Parganas, PIN - 700 059, West Bengal, [2] **SRI AVIJIT SEAL**, son of Late Narayan Chandra Seal, residing at DD-37, Sahapara, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal and [3] **SRI AVIJIT NASKAR**, son of Sri Pradip Naskar, residing at BE-7, Arjunpur East, Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal, all by Religion - Hindu, by Occupation - Business, by Nationality - Indian, which was duly registered with the **Office of the Additional Registrar of Assurance - II** at **Kolkata** and recorded into Book No. I, Volume No. 1902-2024, Pages from 761837 to 761877, **Being No. 190214500** for the year **2024** and thus appointed the said Developer as the sole and exclusive Developer of the said respective plot of lands owned by the Landowners/ Vendors separately for the purpose of construction of the new multistoried apartment building thereupon as the terms and conditions recorded therein simultaneously the Landowners/Vendors herein appointed and nominated and constituted said **TRISHUL GRIHA NIRMAN**, a Partnership Firm, having its Office at DD-12/1, Sahapara,

Post Office - Deshbandhu Nagar, under Police Station - Baguiati, District North 24-Parganas, PIN - 700 059, West Bengal, represented by its Partners said [1] **SRI SUSANTA SAHA**, son of Sri Amiya Kumar Saha, [2] **SRI AVIJIT SEAL**, son of Late Narayan Chandra Seal and [3] **SRI AVIJIT NASKAR**, son of Sri Pradip Naskar, the Developer herein as the Constituted Attorney of the Landowners/Vendors by virtue of a **Development Power of Attorney after Registered Development Agreement** dated **9th day of December, 2024** which was duly registered with the **Office of the Additional Registrar of Assurance - II at Kolkata** and recorded into Book No. I, Volume No. 1902-2024, Pages from 762062 to 762087, **Being No. 190214508** for the year **2024**;

- Q. That, by virtue of aforesaid Development Agreement and Development Power of Attorney after Registered Development Agreement the Developer herein prepared a building plan for a multi-storied building with the help of a reputed Architect and submitted before the **Bidhannagar Municipal Corporation** for necessary sanction and/or approval and thus the Municipal Authority be pleased to sanctioned and/or approved the same on **8th day of September, 2025**, being **Plan No. SWS-OBAPS/2109/2025/0001**;
- R. That, after execution and registration of aforesaid Development Agreement and Development Power of Attorney after Registered Development Agreement, the Landowners/Vendors herein had recorded their names with the **Office of the B. L. & L. R. O.** and also applied before the **Office of the Bidhannagar Municipal Corporation** and thus used to pay proper tax, cess, rents, rates, levies and other outgoings against their names regularly and punctually in respect of aforesaid property;
- S. That, in terms of the said Agreement the Developer being the attorney of the Landowners/Vendors are entitled to enter in to an Agreement for Sale with prospective buyers.
- T. That, the Landowners/Vendors and Developer have decided to sell the Flat and Car Parking Space of the building as well as proportionate share of the land to the intending Purchasers.
- U. That, the Landowners/Vendors and Developer have framed the terms and conditions for allotment for sale of the Flat and Car Parking Space as well as the spaces meant for common use in the building.
- V. That, the Landowners/Vendors and Developer have invited offers from intending Purchaser or Purchasers of the Flat and Car Parking Space in the Ground Floor and only Flats in the upper Floors of the said premises.
- W. That, the Purchaser/s has/have approached the Landowners/Vendors and the Developer for purchasing a self contained separate residential **Flat** from Developer's Allocation
- X. That, the Purchaser/s has/have approached the Landowners/Vendors and the Developer for purchasing the Flat of the building of the said premises.

- Y. That, the consideration payable as also the terms and conditions of the sale have been agreed upon between the Landowners/Vendors and the Developer and the Purchaser/s.
- Z. That, it has been agreed by and between the parties that the full description of the Flat and Common spaces/Benefits/Obligations attached to such sale and conditions thereof should be recorded in an Agreement.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO ON THE FOLLOWING TERMS AND CONDITIONS:-

1. The Landowners/Vendors and Developer have agreed to sale and the Purchaser/s has/have agreed to purchase **ALL THAT** piece and parcel of a self contained separate **Residential Flat** being No. "____" situated on the _____ side of _____ Floor of the proposed multi-storied building, measuring about _____ [_____] **Square Feet Super Built-up Area** more or less for consideration of **Rs. _____/- [Rupees _____]** **Only** which has been calculated at the rate of **Rs. _____/- [Rupees _____]** **Only** including proportionate share of land & Common area [Super Built Up Area means Covered Area + Proportionate Share of Stair Case, Lift Area + 25% as Proportionate Share of Service/Common Area]. The area of the Flat will be determined after final measurement at the time of giving final possession. The consideration may be changed accordingly with the space delivered by the developer to the Purchaser/s ultimately.

PAYMENT SCHEDULE:

- I. of **Rs. _____/- [Rupees _____]** **Only** out of the total consideration money of the said Flat will be paid on or before signing this Agreement.
- II. Balance amount will be paid on progress of work of the said Flat.
2. Simultaneously with the execution of this Agreement the Landowners /Vendors and Developer shall deliver to the Purchaser/s against proper receipt all title deeds and other papers relating to the said premises and shall further agree to answer all requisitions of title to be made by the Purchaser/s.
3. The construction of the said Flat of the building will be completed within _____ and the Developer will deliver possession to the Purchaser/s after receiving of full consideration money of the said Flat.
4. The Purchaser/s shall cause a proper search of the said land after the execution of this instrument and if a good marketable title has been 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 or acquisitions or requisition the Purchaser/s agree to purchase the said

Flat. The Landowners/Vendors and the Developer on full payment of the purchase money shall Register the Deed of conveyance in respect of the Flat with undivided proportionate share in the said land in favour of the Purchaser/s or their nominee or nominees as may be specified, in which case the Landowners/ Vendors and the Developer shall cause join or such other person/s specified as nominees. If necessary, to pass and convey absolute title of the said land unto the Purchaser/s.

5. The question of any defect or deficiency of title of the Landowners/ Vendors over the said Flat/land dose not arise, but nevertheless in the event of any defect of deficiency in title, if at all, being found, the Landowners/Vendors herein shall take all necessary steps to cure and/or rectify such defect at her own costs, within one month else the Purchaser/s will have the right to revoke.
6. The Landowners/Vendors and Developer are hereby legally bound to transfer the undivided proportionate share/interest in the said land completely and absolutely to the Purchaser/s on fulfillment of all obligations and the failure on the part of the Landowners/Vendors to fulfill their part of the obligation to the Purchaser/s will be at liberty to enforce specific performance of Agreement by instituting legal proceeding or at their option may use for recovery of purchase price with interest and cost.
7. In the event of the title being found good and marketable if the Purchaser/s fail/s their obligations under this Agreement. The Landowners Vendors and the Developer shall have liberty to cancel this Agreement and forfeit 10% of the total amount already paid by the Purchaser/s and refund the balance to the Purchaser/s simultaneously.
8. The costs for registration, searching and legal expenses stamp duties and other incidental charges, sales tax [if any] shall be borne by the Purchaser/s herein.
9. The Purchaser/s shall/will not under any circumstances, make construction or alteration or be permitted to make construction or alteration and shall also not allowed to interface with and alter the exterior decorations and external colour of the premises.
10. The Purchaser/s shall not use Flat in such manner which may or is likely to cause nuisance or annoyance to occupation of others, nor shall use the same for any illegal or immoral purposes.
11. The Purchaser/s shall not throw or accumulate any dirt, rubbish, rages or other refuses. They shall have to accumulate the refuses in special rectifications for the common use of the Flat and Car Parking Space owners.
12. The cost of maintenance, replacing, repairing, whitewashing, painting and decorating the main structure of the said building the exterior thereof and in particular the common portions of the building rain water pipe, water tank, motor pumps, tube well, gas pipes and electrical wire, sewerage

drain and equipments in under or upon the building enjoyed or such in common by the Purchaser/s and other Occupiers shall be borne jointly by them.

13. The cost of clearing, lighting the maintenance, staircase, other parts of the building as enjoyed in common by the Purchaser/s and other Occupiers thereof will be jointly borne by them proportionately after one year of taking possession/or till the society is formed by the occupiers of the said building.
14. The salaries of Darwans, if any, Electricians and Sweepers etc. shall be borne proportionately by the Purchaser/s and other Occupiers of the building.
15. The cost of repairs, replacements and maintenance of lights and other plumbing work including all other service charges of services rendered in common to all other occupiers, shall also be borne by the Purchaser/s and the occupier or occupiers proportionately after one year of taking possession/or till the society is formed by the occupiers of the said building.
16. The Developer will construct/made the said Flat as per specification. For any additional work, the amount will be paid by the Purchaser/s.
17. Save and except particular Flat on the _____ side of _____ Floor of the proposed multi-storied building hereby agreed to be constructed by the Developer, the Purchaser/s shall have right of use with other Flat and Car Parking Space owners in respect of all open spaces, staircase, Lift and using the top roof of the building.
18. So long as each unit of the building shall not be separately assessed for the taxes the Purchaser/s shall pay to the Developer proportionate share of the taxes rate, water tax if any and other taxes shall maintain such proportionate shall made by the Developer on the basis of the area acquired by the Purchaser/s and the same shall be conclusive final and building from the date of taking possession of the Flat by the Purchaser/s.
19. The Purchaser/s & other Owners/Occupiers of the said building shall form Society, Association or Company for maintaining the said building and common areas of the said building and Purchaser/s shall abide by all laws, rules and regulations of such Society, Association or Company and pay proportionately the necessary taxes revenue and maintenance of the said building and other parts of the Roof and shall observe and perform all rules and by laws of Association or Society.
20. The Purchaser/s shall not keep store any inflammable combustible or any offensive articles which shall be or constitute any nuisance to the occupiers of the other Flat of the said building.
21. The Developer at its own cost, expenses and supervision will arrange main or mother electric meter for the proposed building so that the Purchaser/s

may have separate line for electricity consumption bill in Purchaser/s' own name directly from C. E. S. C. Limited. The Developer will arrange for proper water supply line in the Flat so that Purchaser/s will have 24 hours uninterrupted water supply in the Flat.

22. The Landowners/Vendors and the Purchaser/s hereby agree and undertake from time to time and all time to sign and execute application for registration of the documents necessary and shall duly fill in, sign and return within one week by the Landowners/Vendors to the Purchaser/s, the Purchaser/s shall not let, sell, transfer, convey, mortgage charges or in any way encumber or deal with or deal dispose to the Purchaser/s' Flat nor shall assign under let or part with the Purchaser/s interest under the benefits of this Agreement or any part thereof till all dues of whatsoever nature owing by the Purchaser/s to the Developer are full and paid.
23. That in case of any additional work will be done by the Purchaser/s at his Flat the Developer will complete the said work and the Purchaser/s will bear the cost which will be assessed jointly by Purchaser/s and Developer.
24. Registration of all Flats and Car Parking Spaces will be arranged by the Developer's Advocate and the Purchaser or Purchaser/s shall bear the cost of Stamp Duty, Registration Fees and incidental charges.
25. The Developer shall obtain the Completion Certificate from Bidhannagar Municipal Corporation at its own cost. But registration of the aforesaid Flat will be arranged after taking possession of the said Flat by the Purchaser/s if the full payment is made within the date.
26. If the Purchaser/s fail to pay any installment in time, he shall be bound to pay @ 20% p. a. as damage on the said amount to the Developer and simultaneously, if the Developer fails to complete construction in time as agreed herein, the Developer will be liable to pay damage @ 20% P. A. on the total amount received as consideration for sale of the Flat.
27. The Purchaser/s shall pay of Rs. _____/- [Rupees _____] Only as installation of main meter and proportionate cost of installation of Transformer [if any] in favour of Developer.
28. That, the Purchaser/s shall be liable to pay all sorts of taxes, levies excluding GST, imposed by the Government of India as well as Government of State of West Bengal.
29. The Purchaser/s shall pay the proportionate maintenance charges from the date of taking possession of the said Flat or registration of the said Flat which is earlier.
30. Presently the Offices of the Registrars of West Bengal used to calculate the market value of the Flats and Car Parking Spaces on the basis of Super Built-up Area, if in future the Offices of the Registrars of West Bengal be pleased to change the basis of calculation of market value from Super Built-up to Built-up Area or Carpet Area in that event the total

consideration of Flat and Car Parking Space mentioned in this Agreement remain unchanged;

**THE FIRST SCHEDULE ABOVE REFERRED TO
[DESCRIPTION OF LAND]**

ALL THAT piece or parcel of a plot of land classified as **BASTU** measuring about 3 [three] Cottahs 0 [zero] Chittack 0 [zero] Square Feet more or less, lying and situated at **Mouza - ARJUNPUR, J. L. No. 7, R. S. No. 160, Touzi No. 1513, Pargana - Kalikata**, comprised in C. S. Dag No. 724 corresponding to R. S. Dag No. 771 corresponding to L. R. Dag No. 1103 appertaining to C. S. Khatian No. 153/1 corresponding to L. R. Khatian Nos. 5941, 5945, 5946, 5947, 5948, 5950, 5951, 5952 and 5969, within the local limits of Ward No. 24 of the **Rajarhat Gopalpur Municipality**, being Municipal Holding No. **RGM/24/17, Dakshin Arunpur**, presently under Ward No. 10 of the **Bidhannagar Municipal Corporation**, being **Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar**, within the jurisdiction of the Office of the Additional District Sub-Registrar previously at Bidhannagar [Salt Lake City] presently at Rajarhat, New Town, under Police Station - Rajarhat [old] Baguiati [new], District North 24-Parganas, **PIN - 700 059, State - West Bengal**, which is butted and bounded as follows: -

ON THE NORTH : PROPERTY OF ASHOK KUNDU;
ON THE SOUTH : PROPERTY OF LATE BINAPANI SUR;
ON THE EAST : TWELVE FEET WIDE ROAD;
ON THE WEST : SIXTEEN FEET WIDE ROAD;

**THE SECOND SCHEDULE ABOVE REFERRED TO
[DESCRIPTION OF FLAT]**

ALL THAT piece and parcel of a self contained separate **Residential Flat** being No. "____" situated on the _____ side of _____ Floor of the proposed multi-storied building standing on the premises mentioned in the First Schedule herein above measuring about _____ [_____]
[_____] Square Feet Super Built-up Area more or less comprised with _____ [_____] Bed Rooms, _____ [_____] Drawing cum Dinning, _____ [_____] Kitchen, _____ [_____] Bath cum Privy, _____ [_____] W. C. and _____ [_____] Verandah, **Floor Type - Tiles, Extra Amenity: Lift Facility**, together with the undivided proportionate share of land in the said Premises along with the common parts and/or general common areas, amenities and facilities in the said building known and identified as "**SUR VILLA**", situated at **Premises No. AA-11/8, Deshbandhu Nagar, Post Office - Deshbandhu Nagar**, under Police Station - Rajarhat [old] Baguiati [new], District North 24-Parganas, **PIN - 700 059, State - West Bengal**;

**THE THIRD SCHEDULE ABOVE REFERRED TO
[PAYMENT TERMS]**

The Purchaser/s shall pay to the Developer the sum of Rs. _____/- [Rupees _____] Only which has been calculated at the rate of Rs. _____/- [Rupees _____]

] Only towards the cost of construction and completion of the said Flat together with the proportionate undivided share or interest in land comprised in the said Premises appurtenant to the said Flat in the following manner:

1. Rs. _____ /- [Rupees _____

] Only will be paid on or before the day of booking as well as signing of this presents;
2. Rs. _____ /- [Rupees _____

] Only shall be paid on or before _____;
3. Rs. _____ /- [Rupees _____

] Only shall be paid on or before _____;
4. Rs. _____ /- [Rupees _____

] Only shall be paid on or before _____;
5. Rs. _____ /- [Rupees _____

] Only shall be paid on or before _____;
6. Rs. _____ /- [Rupees _____

] Only shall be paid on or before _____, 202____ or on Possession or Registration of the said Flat, whichever is earlier.

ANNEXURE "A"
GENERAL SPECIFICATION OF WORKS

Foundation	:	R. C. C foundation and framed structure;
Brick Work	:	Brick work of 0'-8", 0'-5" and 0'-3" with specified plaster;
Flooring	:	All Floors shall be that of finished with Vitrified Tiles;
Doors	:	Main Door frames and panel will be made of good quality wood, other doors of each Flat made of machine made Flash Door. One latch in main door;
Windows	:	All windows will be made of aluminum sliding fitted with Glass panels and protected with grill;
Kitchen	:	Green Marble platform with a stainless steel sink, glaze tiles up-to 4'-0" Height above the platform;
Toilet	:	Coloured glaze tiles Dado upto 6'-0" height, one pan/commode, shower, one Bibcock, one wash basin will be provided;
Water Supply	:	24 hours water supply will be provided by deep tube well with pumps;

Interior Wall Coats	:	All the interior walls will be finished with a coat of Putty.
Electrical	:	<ul style="list-style-type: none"> ❖ Bed rooms: one fan point, three light points, one five amps. Plug Point; ❖ Kitchen: one light point, one fifteen amps Plug Point and one exhaust fan point provision; ❖ Toilet: one light point, one fifteen amps Plug Point and one exhaust fan point provision; ❖ Verandah: one light Point; ❖ Drawing/Dining: three light points, one fan Point, one five-amp plug Point and one fifteen amp plug Points; ❖ Cable Line Point, Calling Bell Point would be provided; <p>One Air-conditioner Point will be provided in each Flat.</p>
Extra Works	:	Any extra work other than standard specification Shall be charged extra and such amount shall be Deposited before the execution of such work;
Electric Meter	:	Charges of procurement of the electric meter will be borne by the individual flat/car parking Space Owners;

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

SIGNED, SEALED AND DELIVERED by the **LANDOWNERS/VENDORS**, the **DEVELOPER** and the **PURCHASER/S** at Kolkata in the presence of:

1.

For and on behalf of:

[1] Sri [Dr.] Supravat Sur, [2] Srimati Soma Chowdhury, [3] Sri Susanta Sur, [4] Srimati Dina Sur and [5] Sri Supratim Sur
As Constituted Attorney
SIGNATURE OF LANDOWNERS/VENDORS

2.


SIGNATURE OF DEVELOPER

Drafted by me and prepared in my Office:

SIGNATURE OF PURCHASER/S

SUPROTIM SAHA
Advocate
MONOLATA, BA/12/2B,
Deshbandhu Nagar,
Kolkata - 700 059.

RECEIPT

We, the Landowners/Vendors and Developer herein do hereby receive a sum of **Rs. _____/- [Rupees _____]**

] Only by way of cheque from within named Purchaser/s as stated in the memo of consideration as stated herein under as earnest money and/or advance towards the Flat in question;

MEMO OF CONSIDERATION

Date	Bank	Branch	Cheque No.	Amount [Rs.]
<hr/>				
Rupees				Only.

WITNESSES:

1.

2.

For and on behalf of:

[1] Sri [Dr.] Supravat Sur, [2] Srimati Soma Chowdhury, [3] Sri Susanta Sur, [4] Srimati Dina Sur and [5] Sri Supratim Sur

As Constituted Attorney

**SIGNATURE OF LANDOWNERS/
VENDORS**

SIGNATURE OF DEVELOPER