

6107/2021

T- 6005/2021



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AE 466196

Certified that the document is submitted in registration. The Signature Sheet and endorsement Sheet Attached to the document are the part of the document.

Assistant District Sub-Registrar  
District Dum Dum, 24-Parganas (North)

2/8  
 8-3-274  
 8-1149473  
 3 K 2 ch 3 m  
 + 6000 sh  
 cement

**DEVELOPMENT AGREEMENT  
 BETWEEN  
 LANDOWNER & DEVELOPER FOR  
CONSTRUCTION OF A MULTISTORIED BUILDING**

U 2 AUG 2021

THIS ARTICLE OF DEVELOPMENT AGREEMENT is made on this the 14th day of July

Two Thousand Twenty One (2021) Christian Era.

**BETWEEN**

SHRI PANKAJ KUMAR GANGOPADHYAY, (PAN No. AKMPG5920F) son of Late Paresh Chandra Gangopadhyay, by Faith – Hindu, by Nationality – Indian, by Occupation – Service, residing at Sultanpur Nabapally, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700 079, District North 24-Parganas hereinafter called and referred to as the "LANDOWNER" (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, administrators, representatives and assigns) of the OTHER PART.

Cont.....2

Subho Kanti Roy Choudhury  
Advocate  
Calcutta  
High Court  
Subho Kanti Roy Choudhury  
Advocate  
Calcutta  
High Court  
24 JUN 2021  
S. CHATTERJEE  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, K. S. Roy Road, Kol-1

24 JUN 2021

42403

24 JUN 2021



Apurba Halder  
S/O - Late Anil Krishna Halder  
Gouranga Nagar  
P.S. - New Town  
Kolkata - 700159

171 District Sub-Registrar  
Calcutta, Dum Dum

02 AUG 2021

A N D

MAPLE VENTURES, (PAN No. ABMFM8297J) a partnership firm having its principal place of business at 8/3, N.C. Sen Sarani, P.S. Dum Dum, Kolkata – 700 080, District North 24-Parganas represented by its partners namely (1) SHRI SIDDHARTHA GUPTA, son of Shri Indrajit Gupta, PAN AMVPG3231G, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 246/4, R.B.C. Road, P.O. + P.S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, (2) SHRI. PRABIR KOLEY (PAN - AMSPK74575P) son of Mr. Manik Lal Koley, aged about 52 years, by faith-Hindu, by occupation– Business, residing at Manikpur Thakur Para, PO- Italgacha, PS-DumDum, Kolkata – 700 079, under the jurisdiction of DumDum Municipality Ward No-5 hereinafter called and referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the Context be deemed to mean and include its successor and/or successors-in-office, administrators and assigns) of the OTHER PART.

WHEREAS one Shri Panchu Panja, son of Late Sarada Prasad Panja since deceased absolutely seized and possessed ALL THAT piece and parcel of a plot of land measuring 97 (Ninety Seven) Decimal more or less lying and situates in Mouza – Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173, comprised in Khatian No. 381, C.S. Dag No. 2403, under P.S. Dum Dum, within the then local limits of Sultanpur Gram Panchayet now Dum Dum Municipality, Sub-Registry Office Cossipore Dum Dum now A.D.S.R.O. Cossipore Dum Dum, the then District 24-Parganas now District North 24-Parganas.

AND WHEREAS while in absolute peaceful possession and enjoyment of the said property, the said Panchu Panja died intestate leaving behind Shri Kartick Chandra Panja and Smt. Shaila Bala Dasi as his only surviving representatives, legal heirs and successors to inherit the property left by said Panchu Panja. THUS Shri Kartick Chandra Panja and Smt. Shaila Bala Dasi became the joint owners in respect of the above mentioned property by inheritance.

AND WHEREAS while in joint peaceful possession and enjoyment of the said property, the said Shri Kartick Chandra Panja and Smt. Shaila Bala Dasi jointly sold the above mentioned property to one Shri Methulal Ahir by virtue of a Registered Deed of Conveyance which was executed on 02.03.1931 and registered on 07.03.1931 at Sub Registry Office Cossipore Dum Dum and recorded in Book No. 1, Volume No. 2, Pages from 246 to 248, Being No. 229 for the year 1931.

AND WHEREAS while in absolute peaceful possession and enjoyment of the said property, the said Shri Methulal Ahir died intestate leaving behind his wife Smt. Jashoda Goalini and only daughter Dhanmani Yadav as his only surviving representatives, legal heirs and successors to inherit the said property left by said Methulal Ahir. THUS after the demise of Methulal Ahir, the said Smt. Jashoda Goalini and Dhanmani Yadav became the joint owners in respect of the property left by said Methulal Ahir by inheritance having equal share each.

AND WHEREAS after acquiring the above mentioned property by inheritance the said Smt. Jashoda Goalini recorded her name in the Revisional Settlement and had been enjoying and possessing the same jointly free from all sorts of encumbrances.

AND WHEREAS while in joint peaceful possession and enjoyment of the said property, the said Smt. Jashoda Goalini died intestate on 03.03.1977 leaving behind her only daughter Smt.

Dhanmani Yadav as her only surviving representative, legal heir and successor to inherit the property left by said Smt. Jashoda Goalini. Thus said Smt. Dhanmani Yadav became the absolute owner in respect of the above mentioned property and had been enjoying and possessing the same free from all encumbrances.

**AND WHEREAS** while in absolute peaceful possession and enjoyment of the said property, the said Smt. Dhanmani Yadav sold, transferred and conveyed her right, title and interest ALL THAT piece and parcel of a portion of land measuring 03 (Three) Cottahs 08 (Eight) Chittacks more or less out of total land lying and situated in Mouza – Sultanpur, comprised in Khatian No. 381, C.S. Dag No. 2403 Hal Dag No. 2403/3345 to Shri Paresh Chandra Gangopadhyay by virtue of a Registered Deed of Conveyance which was registered on 09.9.1977 at Sub-Registry Office Cossipore Dum Dum and recorded in Book No. I, Volume No.124 Pages from 49 to 53 Being No. 5383 for the year 1977.

**AND WHEREAS** after acquiring the said landed property by virtue of purchase, the said Shri Paresh Chandra Gangopadhyay constructed a dwelling house upon a portion of the said landed property and had been enjoying and possessing the same free from all sorts of encumbrances by paying usual rents and taxes regularly.

**AND WHEREAS** while in absolute peaceful possession and enjoyment of the said property, the said Shri Paresh Chandra Gangopadhyay gifted a portion of land measuring 03 (Three) Cottahs 02 (Two) Chittacks 03 (Three) Sq. ft. more or less together with house to his wife Smt. Mira Gangopadhyay by virtue of a Registered Deed of Gift which was registered on 30.09.1989 at A.D.S.R.O. Cossipore Dum Dum and recorded in Book No. I, Volume No. 104, Pages from 81 to 90, Being No. 4886 for the year 1989.

**AND WHEREAS** while in absolute peaceful possession and enjoyment of the said property the said Smt. Mira Gangopadhyay gifted ALL THAT piece and parcel of bastu land measuring 03 (Three) Cottahs 02 (Two) Chittacks 03 (Three) Sq. ft. more or less together with one cemented flooring 30 years old single storied dwelling house measuring 600 Sq. ft. more or less to his son Shri Pankaj Kumar Gangopadhyay by virtue of a Registered Deed of Gift which was registered on 14.12.2014 at A.D.S.R.O. Cossipore Dum Dum and recorded in Book No. I, CD Volume No. 29, Pages from 2073 to 2085, Being No. 11551 for the year 2014.

**AND WHEREAS** after acquiring the said property by way of gift, the said Shri Pankaj Kumar Gangopadhyay mutated his name in the assessment record of local Dum Dum Municipality as Holding No. 80, Nirmal Sengupta Sarani Bye lane, Kolkata – 700 079, Ward No. 3 and have been enjoying and possessing the same free from encumbrances by paying usual taxes regularly. **THUS** Shri Pankaj Kumar Gangopadhyay, the landowner herein acquired a valid right, title and interest over the aforesaid plot of Bastu land measuring 03 (Three) Cottahs 02 (Two) Chittacks 03 (Three) Sq. ft. more or less together with one cemented flooring 30 years old single storied dwelling house measuring 600 Sq. ft. more or less standing thereon which is more fully described in the **Schedule "A"** hereunder written by virtue of gift and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever by paying usual rents and taxes to the proper authorities concerned in his own name as absolute owner and possessor and have the absolute power of ownership and also right to sell, gift, lien, mortgage, assign the same to anybody else in any way as he will think fit and proper.

AND WHEREAS the landowner herein is intended to develop the aforesaid property more fully described in the Schedule "A" hereunder written by raising a multi-storied building comprises of several residential / ownership flats, shops, car parking spaces on the aforesaid property after demolishing the existing structure according to the sanctioned plans of the Dum Dum Municipality. But due to lack of experience in construction line, non availability of time and paucity of fund, the owner/vendor herein could not fulfill their dream and finding no other alternative the landowner herein are in search of a well reputed Developer to develop the said property.

AND WHEREAS the Owner herein was desirous to develop the said property more fully described in the Schedule "A" hereunder written by raising a multi-storied building upon the said property consisting of several residential flats, shop rooms, garage, but due to paucity of fund, lack of time and inexperience in construction line he could not do it for which finding no other alternative, the said Shri Pankaj Kumar Gangopadhyay, the Owner entered into a Development Agreement with "MAA TARA DEVELOPERS" a partnership firm represented by its partners namely SHRI PRABIR KOLEY and SHRI SUNIL KUMAR SHAW, dated 17<sup>th</sup> August, 2016, registered at A.D.S.R.O. Cossipore Dum Dum and recorded in Book No. 1, CD Volume No.1506-2016, Pages from 250279 to 250305, Being No.1506-06703 for the year 2016, upon some terms and conditions specifically mentioned therein with the Developer.

AND WHEREAS The Owner also executed a Development Power of Attorney after the Development Agreement in favour of the Developer on 17<sup>th</sup> August, 2016 at A.D.S.R.O. Cossipore Dum Dum and recorded in Book No. 1, CD Volume No.1506-2016, Pages from 250800 to 250815, Being No.1506-06716 for the year 2016 upon some terms and conditions specifically mentioned therein.

\* AND WHEREAS Due to some unavoidable circumstances, the above named Developer herein was not in a position to construct the proposed building on the said property and hence he approached the Owner herein to cancel and/or rescind the said Development Agreement and to excuse them from contractual liabilities as arising out of the said Development Agreement and having come to know their such intention, the Owner hereby accepted their proposal and have agreed to cancel the same in all respect and accordingly the Parties hereto have entered into a Cancellation of Development Agreement dated ..... July 2021, registered at A.D.S.R. Cossipore Dum Dum and recorded in Book No. ...., Volume No. ...., Pages from..... to ....., Being No. ...., for the year 2021.

AND WHEREAS the owner herein also cancel and/or rescind the said Development Power of Attorney and executed a Revocation Power of Attorney dated ..... July 2021, registered at the office of A.D.S.R. Cossipore Dum Dum and recorded in Book No. ...., Volume No. ...., Pages from..... to ....., Being No. ...., for the year 2021.

AND WHEREAS on hearing such intention of the owner and also verification of the above representations made by the owner herein, the developer hereto having good and valuable reputation in the market approached the owner expressing its intention to develop the said property i.e. a bastu land measuring 03 (Three) Cottahs 02 (Two) Chittacks 03 (Three) Sq. ft. more or less together with one cemented flooring 30 years old single storied dwelling house measuring 600 Sq. ft. more or less standing thereon lying and situates in Mouza – Sultanpur,

J.L. No.10, R.S. No. 148, Touzi no. 173, comprised in Sabek and Hal Khatian No. 381, Sabek Dag No. 2403, Hal Dag No. 2403/3345, within the local limits of Dum Dum Municipality, Ward No.3, the then Holding No. 80, Nabapally now Holding No. 80, Nirmal Sengupta Sarani Bye Lane, Kolkata – 700 079, under P.S. Dum Dum, A.D.S.R.O. Cossipore Dum Dum, in the District of North 24-Parganas more fully described in the Schedule "A" hereunder written and hereinafter referred to as the "SAID LAND / DEMISED LAND", and/or "SAID PROPERTY" at its own costs and expenses in accordance to the building plan to be sanctioned by the competent authority in the name of the present owner herein, and / or any revised plan or plans to be prepared by the developer at its sole discretion thereof.

Now the parties herein to avoid any and / or all litigations and complications in future have agreed to enter into this Agreement under the Terms and Conditions appearing hereunder.

**AND WHEREAS** in this agreement expression used herein shall unless be contrary and / or repugnant to the context have the following meanings.

"OWNER" shall mean – **SHRI PANKAJ KUMAR GANGOPADHYAY** the party of the ONE PART hereto solely holding 100% rights, title and interest over the "SAID LAND" and/or SAID PROPERTY.

"OWNERS/CO-OWNERS" shall mean the persons holding presently absolutely 100% rights of the said land and/or property AND the collective form of the said person along with other person/s may purchase the different flats, unit, garage portions in the proposed multi-storied building or buildings together with undivided proportionate share on the said land in future.

"SAID LAND/PROPERTY" shall mean a plot of Bastu land measuring 03 (Three) Cottahs 02 (Two) Chittacks 03 (Three) Sq. ft. more or less together with one cemented flooring 30 years old single storied dwelling house measuring 600 Sq. ft. more or less standing thereon lying and situates in Mouza – Sultanpur, J.L. No.10, R.S. No. 148, Touzi no. 173, comprised in Sabek and Hal Khatian No. 381, Sabek Dag No. 2403, Hal Dag No. 2403/3345, within the local limits of Dum Dum Municipality, Ward No.3, the then Holding No. 80, Nabapally now Holding No. 80, Nirmal Sengupta Sarani Bye Lane, Kolkata – 700 079, under P.S. Dum Dum, A.D.S.R.O. Cossipore Dum Dum, in the District of North 24-Parganas more fully described in the Schedule "A" hereunder written.

"SAID BUILDING" shall mean one multi-storied building to be constructed and finished and shall be made in habitable condition by the developer in conformity with the sanctioned plan and / or revised plan and / or modified plan to be sanctioned by the concerned municipality on the "Said Property" only hereunder in the Schedule "A" by the developer herein.

"SAID PREMISES" shall mean the official identity of the "Said Property" with "Said Building" collectively.

"SANCTIONED PLAN" shall mean "Building Plan or Plans" for a multi-storied building on the "Said Land" and / or on the "Said Property" to be prepared and submitted by the Developer at their sole choice and discretions with the approval of the owner and at the own cost of the Developer and shall be sanctioned by the competent authority and/or by the Dum Dum Municipality.

"OWNER'S ALLOCATION" – That as consideration of the property more fully described in the Schedule "A" hereunder written for development, the owner herein is entitled to

50% of the total constructed area as per the sanctioned building plan of the proposed multi-storied (G+IV storied) building to be constructed at Holding No. 80, Nirmal Sengupta Sarani Bye Lane, Kolkata - 700 079 together with undivided proportionate share in the said land with proportionate share of lift and staircase and also right to use the common portion thereof and/or facilities within the said multi-storied building and/or the said land, as per the sanctioned building plan of Dum Dum Municipality which will be treated as Owner's Space Allocation. Be it more specifically mentioned here that the entire owner's allocated space will be allotted on different floors in the following manner -

- a) Two Nos. self contained complete residential flat to be allotted to the landowner herein on First Floor, out of which one to be allotted on the Front side and other to be at the back side of the proposed multi-storied building.
- b) One No. self contained complete residential flat to be allotted to the landowner herein on the Second Floor back side of the proposed multi-storied building.
- c) One No. self contained complete residential flat to be allotted to the landowner herein on the Third Floor front side of the proposed multi-storied building.
- d) One No. self contained complete garage with rolling shutter at front side measuring 150 Sq. Ft. more or less covered area to be allotted to the landowner herein on the Ground Floor front (Road facing) side of the proposed multi-storied building. This 150 Sq.Ft. area covered garage is in addition to the 50% constructed area of the Owners allocation as stated above and should be on the east corner of the building facing the road.
- e) One No. self contained complete residential flat to be allotted to the landowner herein on the Fourth Floor back side within his erstwhile self acquired area.

Be it noted here more specifically that in case of sanctioning of G + V storied building then as consideration of the said Schedule "A" mentioned property, the landowner herein apart from the above noted space allocation is entitled to get 35% construction area of the Fifth Floor of the proposed multi-storied building as Landowner's Modified Space Allocation. This particular space allotment shall be decided in the supplementary agreement executed after the Working Plan.

That the developer herein shall deliver the owner's allocation to the owner herein the 50% of the constructed area as per the measurement of the top floor roof i.e. result of entire top floor roof measurement will be multiplied by number of floors thereafter divided by two thereafter measurement of one portion will be given to the owner. (In case of G+IV building). But if sanction of any additional floor is granted by the concerned municipality in that case only 35% of the addition floors (above and beyond G+IV) shall be allocated to the owner.

That if the 50% area of the owner's allocation not meets up according to the allocation stated in the development agreement, in that case the developer will compensate the owner by paying extra amount for shortage of space on the basis of construction cost. And in the same way, if any extra space allocated to the owner, then the owner shall be paying extra amount on the basis of construction cost. It is to further state that the said construction cost shall be defined just after completion of the building and shall be declared the same in written to the owner by developer to avoid any confusion occurrences later on.

There is no Cash Allocation to the landowner herein.

The remaining constructed area of the proposed multi-storied building except owner's allocation together with undivided proportionate share in the said land whereupon the said building shall be constructed with right to use the common space/area and/or portion, stair case etc. thereof, and/or facilities within the said multi-storied building, and/or the said land, to be constructed upon the said land as per the sanctioned building plan of Dum Dum Municipality which will be treated as Developer's allocation.

It is agreed upon also by and between the parties to this agreement that the developer herein will provide monthly alternate accommodation to the landowner herein till handing over of owner's space allocation to the landowner.

Be it also mentioned here that the old existing structure will be demolished by the Developer with the help of his / their nominated agent and the existing building materials shall be the property of the Developer.

Be it also mentioned here that in case of amalgamation of said plot of land with the adjacent plot/plots of land, the owner/vendor herein will not raise any objection or will have no objection regarding such amalgamation.

Be it further agreed by and between the parties that this agreement will be effective subject to non-encumbrances, fair and marketable title of the property (land). If the title of the said property is found false then this Agreement for Development will be stand cancelled and the Developer herein will not at any stage develop the Schedule mentioned property.

#### **ARTICLE - I : DEFINITIONS**

Unless it is repugnant to or inconsistent with the context, in these presents: -

1. **LANDOWNER** shall mean **SHRI PANKAJ KUMAR GANGOPADHYAY**, (PAN No. AKMPG5920F) son of Late Paresh Chandra Gangopadhyay, by Faith – Hindu, by Nationality – Indian, by Occupation – Service, residing at Sultanpur Nabapally, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700 079, District North 24-Parganas, and in the event of death of the landowner, his heir/s, successor/s, executor/s, administrator/s, legal representative/s and assign/s may also become the owner/s of the entire property.
2. **DEVELOPER** shall mean **MAPLE VENTURES**, (PAN No. ABMFM8297J) a partnership firm having its principal place of business at 8/3, N.C. Sen Sarani, P.S. Dum Dum, Kolkata – 700 080, District North 24-Parganas represented by its partners namely (1) **SHRI SIDDHARTHA GUPTA**, (PAN No. AMVPG3231G) son of Shri Indrajit Gupta, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 246/4, R.B.C. Road, P.O. + P.S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, (2) **SHRI PRABIR KOLEY** (PAN - AMSPK74575P) son of Mr. Manik Lal Koley, aged about 52 years, by faith-Hindu, by occupation – Business, residing at Manikpur Thakur Para, PO- Italgacha, PS-DumDum, Kolkata – 700 079, under the jurisdiction of Dum Dum Municipality Ward No-5.
3. **SAID LAND** shall mean **ALL THAT** piece or parcel of Bastu land measuring 03 (Three) Cottahs 02 (Two) Chittacks 03 (Three) Sq. ft. more or less together with one cemented



having 35 years old single storied dwelling house measuring 600 Sq. ft. more or less standing thereon lying and situates in Mouza – Sultanpur, J.L. No.10, R.S. No. 148, Touzi no. 173, comprised in Sabek and Hal Khatian No. 381, Sabek Dag No. 2403, Hal Dag No. 2403/3345, within the local limits of Dum Dum Municipality, Ward No.3, the then holding No. 80, Nabapally now Holding No. 80, Nirmal Sengupta Sarani Bye Lane, Kolkata – 700 079, under P.S. Dum Dum, A.D.S.R.O. Cossipore Dum Dum, in the District of North 24-Parganas more fully described in the **Schedule "A"**

4. **ARCHITECTS** shall mean the Architect to be appointed by the Developer or such other Architect during the mean time of construction of the proposed building or process or progress whatsoever as may be appointed by the developer.
5. **BUILDING** shall mean Multi-storeyed building to be constructed upon the said property more fully described in the **Schedule "A"** hereunder written. .
6. **UNITS** shall mean the partly and/or wholly constructed flat /apartment shop room in the building which is agreed to be proportionate share in common portion of the said property and structure whatsoever as the case may be.
7. **PROPORTIONATE OR PROPORTIONATE PORTION** or proportionately shall mean the area between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the OWNER.
8. **THE COMMON PORTION** shall mean and include the common portion to be created for convenience of the intending purchaser/s and/or lawful occupiers.
9. **SALABLE SPACE** – shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the landowner' portions.
10. **UNDIVIDED SHARE** shall mean the undivided variable and impartible proportionate share on the land attributable and allocable to any unit/units within the building as aforesaid to be determined in relation to the area of the respective unit/units.
11. **BUILDING PLAN** shall mean the plan as shall be caused to be sanctioned by the Dum Dum Municipality in the name of the owner but at the cost of the developer and other statutory variation including such modifications or variations therein as may be required to be made or directed by the said Dum Dum Municipality.
12. **TRANSFER** with its grammatical variations shall include a transfer by possession and by other means adopted for effecting what is understood as a transfer of undivided proportionate share of land in multi-storied building to purchaser thereof by execution and registering Deed or Deeds of Conveyance in accordance with the provisions of law in this behalf by the owner in favour of the purchaser on receipt of consideration
13. **TRANSFEROR** shall mean said **SHRI PANKAJ KUMAR GANGOPADHYAY**, (PAN No. AKMPG5920F) son of Late Paresh Chandra Gangopadhyay, by Faith – Hindu, by Nationality – Indian, by Occupation – Service, residing at Sultanpur Nabapally, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700 079, District North 24-Parganas, as the sole owner.

**AND**

**MAPLE VENTURES**, (PAN No. **ABMFM8297J**) a partnership firm having its principal place of business at 8/3, N.C. Sen Sarani, P.S. Dum Dum, Kolkata – 700 080, District North 24-Parganas represented by its partners namely (1) **SHRI SIDDHARTHA GUPTA**, (PAN **AMVPG3231G**) son of Shri Indrajit Gupta, by faith– Hindu, by Nationality– Indian, by Occupation– Business, residing at 246/4, R.B.C. Road, P.O. + P.S. Dum Dum, Kolkata – 700 028, District North 24-Parganas, (2) **SHRI. PRABIR KOLEY** (PAN-**AMSPK74575P**) son of Mr. Manik Lal Koley, aged about 52 years, by faith-Hindu, by occupation – Business, residing at Manikpur Thakur Para, PO- Italgacha, PS-DumDum, Kolkata – 700 079, under the jurisdiction of Dum Dum Municipality Ward No-5, hereinafter called as the **"DEVELOPER"**.

14. **TRANSFEREES**- shall mean the person or persons, firm, limited company or association to whom any space in the building has been transferred.
15. The word importing singular shall include plural and vice versa.
16. **DEVELOPMENT AGREEMENT** shall mean this agreement dated 14<sup>th</sup> day of July, 2021 A.D. between the landowner and the Developer in respect of **SCHEDULE "A"** mentioned property and construction of building thereon with terms and conditions embodied herein detailed.

**ARTICLE – II : COMMENCEMENT**

This agreement shall be deemed to have commenced on and from the date of execution of these presents.

**ARTICLE – III :  
OWNER' RIGHT AND REPRESENTATIONS**

1. The owner are jointly seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.
2. The landed property is free from all encumbrances, charges, liens, lispendenses, attachments, trusts whatsoever or howsoever.
3. There is no excess vacant land in the said property within the meaning of the Urban Land Ceiling and Regulations Act, 1976 and the Developer is fully satisfied with the marketable title of the owner.
4. That the total area of the land comprise in the said property is 03 (Three) Cottahs 02 (Two) Chittacks 03 (Three) Sq. ft. more or less be the same a little more or less.
5. That the owner undertakes to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the Developer.
6. That the owner further undertake to execute the registered Development Power of Attorney in favour of the Developer and the owner will give the developer all the powers required for the purpose of making such construction at its own risk and costs and to negotiate for sale and enter into agreement for sale and make registered Deed, documents for registration

whatsoever required for their portion.

#### **ARTICLE – IV : DEVELOPER'S RIGHT**

1. THAT on the power and by virtue of this agreement, the developer is hereby empowered to raise the construction at the above mentioned property investing its own finance and resources and undertake to erect the said building as per the sanctioned building plan sanctioned by the Dum Dum Municipality.
2. THAT the developer herein is hereby empowered to suitably modify and to alter the sanctioned plan as and when required and submit the same for approval of the Dum Dum Municipality and entire cost shall be borne by the developer alone.
3. The Developer shall be entitled to appoint its own labour, masons, contractor, Engineer, Architect as necessary arising out of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the developer and all the risk and liability together with all responsibility shall remain with the developer and he will be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completed and handover to the prospective purchaser.
4. The developer for the purpose of raising the said construction shall have his/their absolute right to enter into any agreement for sale of flats and apartments in respect of its own allocated portion as mentioned above and to that effect and shall be entitled to receive earnest money from the intending purchaser together with all advance thereof but at all material times the owner shall not be liable for such advance or earnest money. That the said earnest money accepted by the developer shall remain charges only with the developer and the owner allocation will remain unaffected and non-charged and purchaser shall have no right to interfere with the portion of the owner allocation for any misappropriation of any money by the developer or for any deal nor he / they shall have any right to seek any order or injunction from any court in respect of the owner allocation.

#### **ARTICLE – V : TIME**

The developer shall complete the said Multi-storied building within 24 months from the date of execution of this agreement and the power of attorney. Time may be extended for a period of further 12 (twelve) months under unavoidable circumstances on mutual discussion.

#### **ARTICLE – VI : DEVELOPER'S RIGHT & REPRESENTATIONS**

1. To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission from the authority/ies concerned.
2. To bear all costs charges and expenses for construction of the building at the said premises.

**ARTICLE : VII**  
**OWNER' SHARE AND ALLOCATION**

**SPACE ALLOCATION – 'OWNER'S ALLOCATION'** – That as consideration of the property more fully described in the Schedule "A" hereunder written for development, the owner herein is entitled to get 50% of the total constructed area as per the sanctioned building plan of the proposed multi-storied (G+IV storied) building plus 150(One Hundred Fifty) Sq.Ft. covered garage at Holding No. 80, Nirmal Sengupta Sarani Bye Lane, Kolkata – 700 079 together with undivided proportionate share in the said land with proportionate share of lift and staircase and also right to use the common portion thereof and/or facilities within the said multi-storied building and/or the said land, as per the sanctioned building plan of Dum Dum Municipality which will be treated as **Owner's Space Allocation**. Be it more specifically mentioned here that the entire owner's allocated space will be allotted on different floors in the following manner –

- a) Two Nos. self contained complete residential flat to be allotted to the landowner herein on First Floor, out of which one to be allotted on the Front side and other to be at the back side of the proposed multi-storied building.
- b) One No. self contained complete residential flat to be allotted to the landowner herein on the Second Floor back side of the proposed multi-storied building.
- c) One No. self contained complete residential flat to be allotted to the landowner herein on the Third Floor front side of the proposed multi-storied building.
- d) One No. self contained complete garage with rolling shutter at front side measuring 150 Sq. ft. more or less covered area to be allotted to the landowner herein on the Ground Floor front (Road facing) side of the proposed multi-storied building. This 150 Sq.Ft. area covered garage is in addition to the 50% constructed area of the Owners allocation as stated above and should be on the east corner of the building facing the road.
- e) One No. self contained complete residential flat to be allotted to the landowner herein on the Fourth Floor back side within his erstwhile self acquired area.

Be it noted here more specifically that in case of sanctioning of G + V storied building then as consideration of the said Schedule "A" mentioned property, the landowner herein apart from the above noted space allocation is entitled to get 35% construction area of the Fifth Floor of the proposed multi-storied building as Landowner's Modified Space Allocation. This particular space allotment shall be decided in the supplementary agreement executed after the Working Plan.

That the developer herein shall deliver the owner's allocation to the owner herein the 50% of the constructed area as per the measurement of the top floor roof i.e. result of entire top floor roof measurement will be multiplied by number of floors thereafter divided by two thereafter measurement of one portion will be given to the owner.(In case of G+IV building) plus 150(One Hundred Fifty) Sq.Ft. covered garage. But if sanction of any additional floor is granted by the concerned municipality in that case only 35% of the addition floors (above and beyond G+IV) shall be allocated to the owner.

That if the 50% area of the owner's allocation not meets up according to the allocation stated in the development agreement, in that case the developer will compensate the owner by

paying extra amount for shortage of space on the basis of construction cost. And in the same way, if any extra space allocated to the owner, then the owner shall be paying extra amount on the basis of construction cost. It is to further state that the said construction cost shall be defined just after completion of the building and shall be declared the same in written to the owner by developer to avoid any confusion occurrences later on. There is no Cash Allocation to the landowner herein.

### **ARTICLE – VIII :** **DEVELOPER'S SHARE & ALLOCATION**

Developer's share and allocation shall mean and include the remaining area of the total constructed area within the proposed multi-storied building as agreed to be constructed upon due sanction thereof comprising different Flats together with undivided proportionate share in the said land whereupon the said building shall be constructed with right to use the common portion thereof, and/or facilities within the said building, and/or the said land, excluding the Owner's share and allocation therein as mentioned above, (hereinafter referred to as the "Developer's Allocation") and shall be entitled to enter into agreement for sale and transfer in the owner's name or in the name of the nominee and to receive and release and collect all moneys in respect of the developer's allocation and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement /s it shall not be obligatory on the part of the Developer to obtain any further consent of the owner. .

### **ARTICLE – IX : PROCURE**

1. The owner shall grant to the developer registered Development Power of Attorney as may be required for the purpose of submit the building plan obtaining the sanctioned of the plan, C.C. Certificate from the concerned Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also from pursuing to follow up the matter with the statutory body and other authorities to negotiate for sale enter into agreement for sale and receive consideration from the intending purchaser/s and make registered Deed of and documents whatsoever required of his/her/their portion.
2. **NOTWITHSTANDING** grant of Development Power of Attorney by the owner in favour of the Developer and delivery of possession of the said property no action of the developer under this power of attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the owner.

### **ARTICLE – X : CONSTRUCTION**

The developer shall be solely and exclusively responsible for construction of the said building.

### **ARTICLE – XI : BUILDING**

1. The developer shall at his/their own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan to be sanctioned with good and standard materials as may be specified by the architect from time to time.

2. The developer shall erect in the said building at its own cost as per specification and drawings provided by the architect, pump, tube-well, water storage tanks, overhead reservoirs, electrifications, permanent electric connection from CESC and until permanent electric connection is obtained temporary electric connection shall be provided, electrification in the building also in all the flats through concealed wiring and other facilities as are required to be provided as residential building self-contained apartment and constructed space for sell and / or residential flats and / or constructed space therein on ownership basis.
3. The developer shall at its own cost and expenses and without creating a financial or other liability on the owner construct and complete the building and various units and/or apartments herein in modification thereof made caused to be made by the developer with the consent of the owner in writing.

#### **ARTICLE – XII : COMMON FACILITIES**

1. The developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of sanction of the building plan till hand over the possession within the stipulated period in favour of the owner.
2. After the completion of the total construction the developer and the owner including their respective assignees will bear the cost of common facilities and maintenance charges like costs of if any Durwan, Pump Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any meter fire and scavenging charges etc.

#### **ARTICLE – XIII : PROCEEDING**

It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer to defend allocations suits and proceedings which may arise in respect of the construction and developer of the said premises to bear all costs, charges and expenses incurred for that purpose.

#### **ARTICLE – XIV : DEVELOPER'S INDEMNITY**

1. The developer hereby undertake to keep the owner indemnified against all third party claim and action arising out of any parts of act or commission of the developer or relating to the construction of the building.
2. The developer hereby undertake to keep the owner indemnified against all acts, suits, costs, proceedings and claim that may arise out of the developer action without regard to the development of the said premises and /or in the matter of construction of the said building and/or defect therein.

#### **ARTICLE – XV : OWNER' OBLIGATIONS**

1. The Owner doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction work of the said building by the developers on the said plot of land provided the terms and conditions, covenants and obligations as stated above are complied with.

2. The owner doth hereby covenant with the developer not to do any act, deed or thing whereby the developer may be prevented from selling, assigning and/or disposing of any of the developer's allocated portion in the building at the said premises in favour of the intending buyer of flats/shops/garages in the said building. The owner further gives undertaking for and on behalf of their agents, representatives for similar act at their own liability and responsibility.
3. The owner doth hereby agrees and covenants with the developer not to let out grant, lease mortgage and/or charge or part with the possession of the said premises or any portion thereof without the consent in writing of the developer on and from the date of execution of this agreement.
4. This agreement cannot be terminated by the owner in any unless and until all the flats / shops / garages under the developer's allocation are sold out and the deed of conveyance in favour of the intending purchaser or purchasers of the developer's allocation are executed and registered if the developer shall strictly follow the terms and conditions of the agreement.
5. The owner doth hereby declare that no part of the said property and/or the premises is subject to any order or acquisition or requisition nor any notice of acquisition or injunction has been served upon the owner.
6. The owner further declare that the said property of the premises has not been subject to any notice of attachment under public demand recovery act or for payment of income tax and Municipal dues or any statutory dues or attached in respect of any suit.
7. That the owner herein undertake not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises / land or any portion thereof at any time during the subsistence of this agreement.
8. That the developer herein shall partition the owner's allocation in the name of the owner at the cost of the owner by way of a Registered Deed of Partition as soon as the owner's allocation found ready, if the developer amalgamate the said plot of land with other plot of adjacent land/lands
9. That the owner and/or their solicitors or advocate shall answer the requisition on title required by the developer or by any of the intending purchaser's of the developer's allocation and when the same would be required.

#### **ARTICLE - XVI : DEVELOPER'S OBLIGATION**

1. The Developers hereby agreed and covenants with the owner not to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the owner. No consent shall be required from the owner on the part of the Developers to transfer and assign the benefit of the Developer's allocation to the intending purchaser or purchasers subject to possession handed over first to the owner as per the agreement dated
2. The Developers hereby agreed and covenants with the owner not to do any acts, deed or thing whereby the owner may be prevented from enjoying or selling/assigning and/or disposing of any of the portions within the owner' allocation in the building.

3. The Developers undertakes to deliver the portion under allocation of the owner before disposal of any other portions, the owner having the right at the first instance in such respect, provided, however, that upon completion of the building in every details and upon notice as shall be issued by the developer requiring the owner to take delivery of possession of their allocation if for any reason the owner fail to do so, or take time therefore the same shall not stand as a bar to the developer's making delivery of his/their portions unto others according to his/their will or to dispose of any portion out of his/their allocation to any intending purchaser or purchasers thereof.
4. The owner shall pay all outstanding dues payable in respect of the said land till the date of execution of this development agreement or handing over of the land which is earlier.
5. The developer shall complete all municipal work like mutation, tax assessment, amalgamation, apportionment at its own cost on behalf of the owner and shall pay municipal taxes and other taxes from the date of execution of Development Agreement till the handover of owner's allocation to the owner from its own fund which will not be deducted from the owner or his allocation and also arrear electric charges of common mother meter upto the date of handing over the owner's allocation to the owner as well as electric charges as per the reading of mother electric, if any arrear / outstanding found towards the municipal taxes and electrical charges same shall be the liability of the developer, who will be liable to clear up without raising any plea.
6. That the developer shall obtain Occupancy Certificate from the municipal authority at its own cost and shall supply an extract copy of the same to the owner free of cost before delivery possession of owner's allocation.
7. That the developer shall hand over the possession of the owner's allocation to the owner herein in accordance with this development agreement first before handing over possession to any intending purchaser or purchasers.
8. The Owner shall not be responsible for any Income tax and any other taxes in respect of the Developer's allocation in the proposed building.
9. All outstanding taxes and bills relating to the scheduled property from the date of this agreement till handing over of owner's allocation alongwith all legal and statutory papers and documents, shall be liable to be paid by the Developer.
10. It shall be the liability of the developer to obtain completion certificate from the Dum Dum Municipality. All type of cost in this respect shall have to be paid by the developer.

#### **ARTICLE - XVII : SPACE ALLOCATION**

1. After completion of the building the owner shall be entitled to obtain physical possession of the owner' allocation and the balance constructed area and other portions of the said building shall belong to the developer.
2. The owner shall be entitled to transfer or otherwise deal with the owner's allocation in the building without any claim whatsoever of the developer.



3. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to obtain transfer from the owner and to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.

#### **ARTICLE - XVII : TITLE DEED**

The original papers of the said land, more fully and particularly described in the SCHEDULE "A" hereunder written, during the continuation of this agreement shall be kept with the Developer and all interested persons shall be entitled to have inspection thereof and make extract there from.

#### **ARTICLE - XVIII : MISCELLANEOUS**

1. The owner and the developer have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the developer and the owner or as a joint venture between the parties hereto in any manner nor shall be the parties hereto constitutes as an association or persons.
2. The owner hereby undertake to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the owner shall execute any additional power of attorney and/or authorization in favour of the developer for the purpose and the owner also undertake to sign and execute all such additional applications and the documents as the case may be provided in no way infringe any of the right of owner and/or against the spirit of this agreement.
3. The developer and the owner shall frame a scheme for the management and administration of the said building and/or common parts thereof. The owner are hereby agreed to abide by the rules and regulations of such management society, association, holding organization and hereby give his/her/their consent to abide by the same.
4. The name of the building shall be mutually settled later on.
5. As and from the date of the completion of the building, the developer and/or his transferee and the owner and/or her transferee and their successors shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective share of the constructed areas.
6. There is no existing any agreement regarding development or sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.
7. All arrear Municipal Taxes and /or any other taxes like B.L. & L.R.O. Khajna before the execution of this agreement will be paid by the owner and if anything is paid by the developer that will be recovered from the owner by cash.
8. The developer shall demolish the existing structure at his own costs and expenses and shall appropriate the salvages and building materials.

9. The owner will hand over all the original documents related to the said property like Original Deed, Parcha, Khajna, update payment of Municipal Tax Receipt to the developer herein whenever required by the developer and the same will be returned to the owner immediately after the said requirement is fulfilled.
10. It is agreed by both the parties that the developer will have the right to amalgamate the adjacent plot/plots for construction of multi-storied building in a complex for better rehabilitation.
11. That the developer will provide two Electric meter to the landowner at its own cost but in case of installation of other meters in his own name then the landowner have to pay for the meters.
12. That if the developer amalgamates the said property with any other adjacent plot, then the possession of the owner's allocation of the owner shall be given just above the owner's property where it is presently existed.
13. That the legal heirs and successors of the present owners will remain bound and shall abide by all the terms and conditions mentioned in this agreement, if any existing owner/s expire during this stipulated period. Be it more specifically mentioned here that in case of expiry of any landowner, the legal heirs of the deceased owner will execute a Supplementary Development Agreement with fresh Development Power of Attorney keeping all the terms and conditions intact and owner's allocation will remain same. The developer shall be bound to deliver the possession of the owner's allocation to the legal heirs of the owner herein without raising any plea or lame excuse.
14. If any partner of the developing firm expire during progress of construction work, in that event also the alive and/or remaining partner/s shall be bound to execute a Supplementary Development Agreement with fresh Development Power of Attorney keeping all the terms and conditions intact and owner's allocation will remain same in favour of the legal heirs of the developer without demanding anything whatsoever, if the legal heirs of the deceased developer willing to continue the project and unfinished work otherwise the owner shall have the right to appoint new developer without seeking any permission either from the developing firm or from any legal heirs of the deceased developer.
15. That the time is the essence of this contract. The developer shall have to deliver the possession of the owner's allocation to the owner positively within 24 months from the date of execution of this agreement and the Power of Attorney with a grace period of 12 months on mutual discussion.
16. That the owner shall not be responsible for any deviation of sanction building plan, and shall not be liable to make any payment / penalties if any impose in future by the local Municipal Authority and same shall be the liability of the developer.
17. That the developer shall be responsible for all workmanship and shall be responsible for any defective construction.
18. That if the developer unable / refuse / neglect to complete the project within the stipulated time mentioned including the force majeure of six months, or if the developer stop work for

more than three months continuously or if the developer delay in starting construction work for more than three months after the date of sanctioned building plan and getting vacant peaceful possession whichever is later, in that case the owner shall have the every right to engage the other developer by cancelling the instant agreement and power of attorney and in this ground the developer will not raise any objection.

19. That the developer will construct super structure from Ground Floor to top floor roof with still foundation at the property of the owner according to the sanctioned building plan after getting soil test report and according to soil test report.
20. That the developer shall complete the entire project within 24 months from the date of execution of this development agreement and the power of attorney with a grace period of 12 months on mutual discussion and will erect both stiff foundation as per the sanction plan R.C.C. beam, column, roof beam and slab, 5" thick inside wall 8" thick outside wall brick work according to working plan, inside and outside plastering, lintel, staircase upto top floor roof, overhead water tank, underground water reservoir, parapet wall, sal wood doors and aluminum window frame PVC door and frame fittings in bath room, covered grill in balcony and shall provide new electric meter to the owner who will get the flat.
21. That the developer shall be liable to make payment of any donation, charity, chanda (Subscription) etc. which will neither be added nor be deducted from the owner's allocation and the developer shall tackle all local hazards.
22. That the developer shall maintain the quality of cement, sand, stone chips, rod, brick and if the developer fails or neglect to complete and handover the owner's allocation to the owner within 24 months with a grace period of 12 months on mutual discussion, in that event the owner's shall have the liberty to cancel or rescind the instant agreement or demand penalty as stated above.

#### **ARTICLE - XIX : FORCE MAJEURE**

1. The developer hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance of relevant obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their such obligations during the duration of the force measure.
2. Force majeure shall mean earthquake, riot, war, storm, tempest, civil commotion, Political disturbances, Election, Pandemic, Compulsory Lockdown by the Government and anything or incident which may be beyond the control of any of the parties.

#### **ARTICLE - XX : LEGAL PROCEEDINGS**

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer as constituted attorney of the owner to defend all actions, suits and proceedings which may arise in respect of the development the said premises and all costs charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the developer specific may be required to be done by the developer and for which the developer may need the authority of the owner' applications and other documents may be required to be signed of made by the owner' relative to which

specific provisions may not have been mentioned herein. The owner hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter and the owner shall execute any such additional power of attorney and / or authorization as may be required by the developer for the purpose and the owner also undertake to sign and execute all such additional appliance and other documents the case may be provided that all such acts deeds and things do not in any way infringe of the right of the owner and / or go against the spirit of this agreement.

2. Any notice required to be given by the developer shall without prejudice to any other mode or service available demand to have been served on the owner if deliver by hand and duly acknowledgement due to the residence of the owner shall likewise be deemed to have been served on the developer if delivered by hand or send by pre-paid registered post to the Registered Office of the developer.
3. Both the developer and the owner shall frame a scheme for the management and administration of the said building or buildings and / or common parts thereof the owner hereof the owner hereby / association / holding organization do hereby give their consent to abide by the same.
4. There is no existing agreement regarding the development or sell of the said premises and that all other agreement if any, prior to this agreement have been cancelled and are being suppressed by this agreement and the owner agreed to indemnify and keep indemnified the developer against any or all claims made by the third party in respect of the said premises.
5. As and from the date of completion of the building the developer and/or its transferees and the owner and/or their transferees shall be liable to pay and bear proportionate charge on account of ground rent and wealth tax and other taxes payable in respect of their spaces.
6. All disputes and differences between the vendor and the purchaser relating to or arising out of this agreement shall be referred to the Arbitration of two Arbitrators (one to be appointed by each of them and such Arbitration shall be governed by the Provision of the Arbitration Act, 1940 as well as the Arbitration & Conciliation Act, 1996.

**THE SCHEDULE "A" ABOVE REFERRED TO**  
**(Description of the property hereby to be developed)**

**ALL THAT** piece or parcel of bastu land measuring 03 (Three) Cottahs 02 (Two) Chittacks 03 (Three) Sq. ft. more or less together with one cemented flooring 30 years old single storied dwelling house measuring 600 Sq. ft. more or less standing thereon lying and situates in Mouza – Sultanpur, J.L. No.10, R.S. No. 148, Touzi no. 173, comprised in Sabek and Hal Khatian No. 381, Sabek Dag No. 2403, Hal Dag No. 2403/3345, within the local limits of Dum Dum Municipality, Ward No.3, the then Holding No. 80, Nabapally now Holding No. 80, Nirmal Sengupta Sarani Bye Lane, Kolkata – 700 079, under P.S. Dum Dum, A.D.S.R.O. Cossipore Dum Dum, in the District of North 24-Parganas which is butted and bounded as follows :

<u>ON THE NORTH BY</u>	: House of Late Paritosh Ganguly.
<u>ON THE SOUTH BY</u>	: 9 Ft. wide Municipal Road.
<u>ON THE EAST BY</u>	: 9 Ft. wide Personal Passage Area and thereafter Municipal drain.
<u>ON THE WEST BY</u>	: House of Late Subodh Das.

**SCHEDULE "B" ABOVE REFERRED TO**  
**(OWNER' SHARE AND ALLOCATION)**

**"OWNER'S ALLOCATION"** – That as consideration of the property more fully described in the Schedule "A" hereunder written for development, the owner herein is entitled to get 50% of the total constructed area as per the sanctioned building plan of the proposed multi-storied (G+IV storied) building plus 150(One Hundred Fifty) Sq.Ft. covered garage at Holding No. 80, Nirmal Sengupta Sarani Bye Lane, Kolkata – 700 079 together with undivided proportionate share in the said land with proportionate share of lift and staircase and also right to use the common portion thereof and/or facilities within the said multi-storied building and/or the said land, as per the sanctioned building plan of Dum Dum Municipality which will be treated as Owner's Space Allocation. Be it more specifically mentioned here that the entire owner's allocated space will be allotted on different floors in the following manner –

- a) Two Nos. self contained complete residential flat to be allotted to the landowner herein on First Floor, out of which one to be allotted on the Front side and other to be at the back side of the proposed multi-storied building.
- b) One No. self contained complete residential flat to be allotted to the landowner herein on the Second Floor back side of the proposed multi-storied building.
- c) One No. self contained complete residential flat to be allotted to the landowner herein on the Third Floor front side of the proposed multi-storied building.
- d) One No. self contained complete garage with rolling shutter at front side measuring 150 Sq. ft. more or less covered area to be allotted to the landowner herein on the Ground Floor front (Road facing) side of the proposed multi-storied building. This 150 Sq.Ft. area covered garage is in addition to the 50% constructed area of the Owners allocation as stated above and should be on the east corner of the building facing the road.
- e) One No. self contained complete residential flat to be allotted to the landowner herein on the Fourth Floor back side within his erstwhile self acquired area.

Be it noted here more specifically that in case of sanctioning of G + V storied building then as consideration of the said Schedule "A" mentioned property, the landowner herein apart from the above noted space allocation is entitled to get 35% construction area of the Fifth Floor of the proposed multi-storied building as Landowner's Modified Space Allocation. This particular space allotment shall be decided in the supplementary agreement executed after the Working Plan.

That the developer herein shall deliver the owner's allocation to the owner herein the 50% of the constructed area as per the measurement of the top floor roof i.e. result of entire top

floor roof measurement will be multiplied by number of floors thereafter divided by two thereafter measurement of one portion will be given to the owner (In case of G+IV building) plus 150(One Hundred Fifty) Sq.Ft. covered garage. But if sanction of any additional floor is granted by the concerned municipality in that case only 35% of the addition floors (above and beyond G+IV) shall be allocated to the owner.

That if the 50% area of the owner's allocation not meets up according to the allocation stated in the development agreement, in that case the developer will compensate the owner by paying extra amount for shortage of space on the basis of construction cost. And in the same way, if any extra space allocated to the owner, then the owner shall be paying extra amount on the basis of construction cost. It is to further state that the said construction cost shall be defined just after completion of the building and shall be declared the same in written to the owner by developer to avoid any confusion occurrences later on. There is no Cash Allocation to the landowner herein.

**SCHEDULE "C" ABOVE REFERRED TO**  
**(DEVELOPER'S SHARE AND ALLOCATION)**

Developer's share and allocation shall mean and include the remaining area of the total constructed area within the proposed multi-storied building as agreed to be constructed upon due sanction thereof comprising different Flats together with undivided proportionate share in the said land whereupon the said building shall be constructed with right to use the common portion thereof, and/or facilities within the said building, and/or the said land, excluding the Owner's share and allocation therein as mentioned above, (hereinafter referred to as the "Developer's Allocation") and shall be entitled to enter into agreement for sale and transfer in the owner's name or in the name of the nominee and to receive and release and collect all moneys in respect of the developer's allocation and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement /s it shall not be obligatory on the part of the Developer to obtain any further consent of the owner.

**SCHEDULE "D" ABOVE REFERRED TO**

**THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE :**

1. Stair case on all the floors.
2. Stair case landing on all floors.
3. Main gate of the said premises, roof and common passage and lobby on the Ground to Top floor excepting allotted spaces on the Ground floor.
4. Water pump, Pump room, Water Tank, Water pipes, overhead tank on the roof, other common plumbing installations and also roof right (in case of money incoming sources like Tower etc.).

5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, passage, staircase, including electric meter fittings.
7. Common Electric meter and box. Electric wiring meter for lighting stair case, car parking space, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
8. Lift with lift well.
9. Window, Doors, Grills and others fittings of the common area of the premises.
10. Electrical Wiring, meters (excluding those are installed for any particular UNIT)
11. Such other common parts, areas, equipment installation, fixtures, fittings, covered and open space in or about the said premises of the building as are necessary for use and occupancy of the units.
12. GENERAL COMMON ELEMENTS of all appurtenances and facilities and other items which are not part of the said ' UNIT'.
13. ROOF.

**SCHEDULE "E" ABOVE REFERRED TO**  
**SPECIFICATION OF CONSTRUCTION WORK**

1. **BUILDING STRUCTURE –**  
R.C.C. column, beam, roof, pillar, Tie-beam as per structural design compete authority.  
Outside brick wall – 8 1/2" thickness on cantilever), inside partition wall will be 5" / 3" as per Engineer's direction. Cement mortar will be 3 : 2 : 1 ratio.  
Cement will be – Ultratech, J.P., Konark, Birla Gold.  
Brick will be of No. 1 Quality.  
Iron Rod will be of TMT.  
Sand – Full and Medium Coarse  
Stone chips – 5/8"  
Outside wall of owner's area will be 8 1/2" thick.
2. **FOUNDATION –**  
R.C.C. Foundation.
3. **FLOOR –**  
All bed rooms, dining, kitchen, verandah and toilet will be finished with good quality white marble and skirting. Stair case, landing and lobbies also finished with marble with acid polish.

4. **KITCHEN** –

One cooking platform of Black-stone to be installed at the kitchen and back wall would be 2'-6" ft. Height coloured reputed brand glazed tiles of above cooking platform to protect the oil spot. One Steel Sink is also to be installed in the kitchen.

5. **TOILET** –

In the toilet Commode will be installed and best quality sanitary fitting including wash basins at the suitable place. The wall of the toilet will be covered with coloured reputed brand glazed tiles upto 5'-6" height.

6. **WINDOW** –

All windows will be made of Anodised Aluminium Channel with grill, glass and necessary fittings.

7. **VERANDAH / BALCONY** -

Parapet wall with grill upto 3'-0" height.

8. **DOOR**-

All door frames will be of standard quality wood (Sal/Karpoor) and pallah (Leaf) of main door will be of panel design and other doors will be ISI standard flush type. Toilet's door will be of PVC make.

9. **WATER SUPPLY** -

Water supply round the clock is assured for which necessary deep tube well will be installed. Otherwise Municipal supply water through underground reservoir to overhead reservoir by pump.

10. **PLUMBING** –

All plumbing pipe line inside the flat will be concealed. All plumbing fittings will be of standard quality. One water tap at kitchen, four water tap point at toilet. One water point for basin at suitable place. One water point should be at Garage and the connection should be Owner's present Municipal Connection which may be an additional supporting of the entire residents of the flat/society in case of urgency with the owner's permission.

11. **ELECTRIC** –

Concealed wiring with copper wire. Following points to be provided -

a) **Bed Room** –

Three light points, One fan point, Two 5A plug points. 15A –Two (1 for AC and other for Multi-channel connection which shall be used for Computer and it's accessories)

b) **Toilets** –

One light point, one Geyser point in one toilet and one exhaust fan point.

c) **Verandah/Balcony** –

One light point, One 5A Plug Point.



- d) **Dining/Kitchen** –  
Three light points, One Fan point, Two 5A Plug Point, Two 15A Plug Points, One Exhaust Fan Point and One Chimney Point.
- e) **Calling Bell** -  
One Two-way calling bell point at the main entrance of flat and main entrance of the building.
12. **PAINTING** –  
Inside wall of the flat will be finished with Plaster of Paris. All doors frame and pilla (leaf) painting with primer. Outside wall of the building will be painted with water proof paint of reputed brand.
13. **STAIR CASE-**  
Marble and decorating railing. The entire premises will be butted and bounded by pucca boundary wall and main entrance gate will be of Grill Gate.
14. **TOP ROOF-**  
Top of the roof will be protected by neat cement finished with stone-cheaps, sand and cement mortar.
15. **LIFT-**  
Lift to be provided (four to five persons capacity) in the proposed multi-storied building.

### **EXTRA WORK:**

Any extra work other than standard specification to be charged extra as decided by our authorized Engineer and such amount shall be deposited before the execution of such work. All requisites for additional alteration work have to be given in writing before starting of brick work. Thereafter no request shall be entertained.

IN WITNESS WHEREOF the parties hereto above named set and subscribed their respective hands and signature on this deed on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

by the PARTIES at Dum Dum

in the presence of

WITNESSES

1. Apurba Halder  
Gauranga Nagar  
P.S. - New Town  
Kolkata - 700159
2. Nilanjan Banerjee  
Maiti Banga Road,  
Sodepur, Ghola,  
Kolkata - 700111

  
SIGNATURE OF THE OWNER.

MAPLE VENTURES  
  
PARTNER












MAPLE VENTURES  
  
PARTNER

SIGNATURE OF THE DEVELOPER












Drafted and Prepared by me

  
Advocate












**Subhro Kanti Roy Chowdhury**  
Advocate  
High Court Calcutta  
Reg. No. WB-478/2000

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name .....  
 Signature *Ranvijay Kumar Garg*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name .....  
 Signature *Sridharanthe Gupta*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
	left hand					
	right hand					

Name .....  
 Signature *Anil Kumar*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....  
 Signature .....



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
GRIPS eChallan

GRN Details

GRN: 192021220028155885 Payment Mode: Debit Card Payment  
GRN Date: 09/07/2021 15:23:11 Bank/Gateway: ICICI Bank  
BRN : 64379433 BRN Date: 09/07/2021 15:07:58  
Payment Status: Successful Payment Ref. No: 2001149473/1/2021  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: SIDDHARTHA GUPTA  
Address: 246/4 RBC ROAD  
Mobile: 7278901494  
Depositor Status: Others  
Query No: 2001149473  
Applicant's Name: Mr Nilanjan Banerjee  
Identification No: 2001149473/1/2021  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001149473/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	6920
2	2001149473/1/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>6941</b>

IN WORDS: SIX THOUSAND NINE HUNDRED FORTY ONE ONLY.

## Major Information of the Deed

Deed No :	I-1506-06005/2021	Date of Registration	02/08/2021
Query No / Year	1506-2001149473/2021	Office where deed is registered	
Query Date	09/07/2021 2:38:54 PM		1506-2001149473/2021
Applicant Name, Address & Other Details	Nilanjan Banerjee Mank Danga Road, Thana : Ghola, District : North 24-Parganas, WEST BENGAL, PIN - 700111, Mobile No. : 9330287671, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement (No of Agreement : 2)		
Set Forth value	Market Value		
Rs. 2/-	Rs. 59,76,749/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Nimral Sengupta Sarani, Mouza: Sultanpur, Ward No: 003 JI No: 0, Pin Code : 700079

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2403/3345	RS-381	Bastu	Bastu	3 Katha 2 Chatak 3 Sq Ft	1/-	56,32,499/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					5.1631Dec	1/-	56,32,499 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	600 Sq Ft.	1/-	3,44,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		600 sq ft	1/-	3,44,250 /-	

Details :




Name,Address,Photo,Finger print and Signature



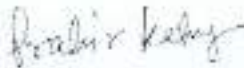
Name	Photo	Finger Print	Signature
<b>Pankaj Kumar Gangopadhyay</b> Son of Late Paresh Chandra Gangopadhyay Executed by: Self, Date of Execution: 14/07/2021 , Admitted by: Self, Date of Admission: 02/08/2021 ,Place : Office	 02/08/2021	 LTI 02/08/2021	 02/08/2021
Sultanpur Nabapally, City:- Dum Dum, , P.O:- Italgacha, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700079 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AKxxxxxx0F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 14/07/2021 , Admitted by: Self, Date of Admission: 02/08/2021 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>MAPLE VENTURES</b> Turf Apartment, 8/3, N. C. Sen Avenue, City:- Dum Dum, , P.O:- Mall Road, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700080 , PAN No.:: ABxxxxxx7J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
Name	Photo	Finger Print	Signature	
1	<b>Siddhartha Gupta</b> Son of Indrajit Gupta Date of Execution - 14/07/2021, , Admitted by: Self, Date of Admission: 02/08/2021, Place of Admission of Execution: Office	 Aug 2 2021 6:38PM	 LTI 02/08/2021	 02/08/2021
2464, R. B. C. Road, City:- Dum Dum, , P.O:- Dum Dum, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AMxxxxxx1G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of MAPLE VENTURES (as Partner)				

Name	Photo	Finger Print	Signature
<b>Prabir Koley (Presentant)</b> Son of Manik Lal Koley Date of Execution - 14/07/2021, , Admitted by: Self, Date of Admission: 02/08/2021, Place of Admission of Execution: Office	 <small>AUG 2 2021 6:36PM</small>	 <small>L1 02/08/2021</small>	 <small>02/08/2021</small>
Manikpore, Thakurpara, City:- Dum Dum, , P.O:- Italgacha, P.S:-Dum Dum, District:-North 24-Parganas West Bengal, India, PIN:- 700079, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India PAN No.:: AMxxxxxx5P, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of MAPLE VENTURES (as Partner)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Nilanjan Banerjee</b> Son of Ranjan Banerjee Manik Danga Road, City:- , P.O - Sodepur, P.S.-Ghola, District:-North 24- Parganas, West Bengal, India, PIN:- 700111	 <small>02/08/2021</small>	 <small>02/08/2021</small>	 <small>02/08/2021</small>
Identifier Of Pankaj Kumar Gangopadhyay, Siddhartha Gupta, Prabir Koley			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Pankaj Kumar Gangopadhyay	MAPLE VENTURES-5.16313 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Pankaj Kumar Gangopadhyay	MAPLE VENTURES-600.00000000 Sq Ft

02-08-2021

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 4E (g) of Indian Stamp Act 1899.

**Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 15:27 hrs on 02-08-2021, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Prabr Koley ..

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 59,76,749/-

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 )**

Execution is admitted on 02/08/2021 by Pankaj Kumar Gangopadhyay, Son of Late Parash Chandra Gangopadhyay, Sultanpur Nabapally, P.O: Italgacha, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL India, PIN - 700079, by caste Hindu, by Profession Service

Identified by Nilanjan Banerjee, , Son of Ranjan Banerjee, Manik Danga Road, P.O: Sodepur, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Service

**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 02-08-2021 by Siddhartha Gupta, Partner, MAPLE VENTURES (Partnership Firm), Turf Apartment, 8/3, N. C. Sen Avenue, City:- Dum Dum, , P.O:- Mall Road, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700080

Identified by Nilanjan Banerjee, , Son of Ranjan Banerjee, Manik Danga Road, P.O: Sodepur, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Service

Execution is admitted on 02-08-2021 by Prabr Koley, Partner, MAPLE VENTURES (Partnership Firm), Turf Apartment, 8/3, N. C. Sen Avenue, City:- Dum Dum, , P.O:- Mall Road, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700080

Identified by Nilanjan Banerjee, , Son of Ranjan Banerjee, Manik Danga Road, P.O: Sodepur, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/07/2021 3:26PM with Govt. Ref. No: 192021220028155885 on 09-07-2021, Amount Rs: 21/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 64379433 on 09-07-2021, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100/-, online = Rs 6,920/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 42103, Amount: Rs.100/-, Date of Purchase: 24/06/2021, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/07/2021 3:26PM with Govt. Ref. No: 192021220028155885 on 09-07-2021, Amount Rs: 6,920/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 64379433 on 09-07-2021, Head of Account 0030-02-103-003-02

Suman Basu

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE  
DUMDUM

North 24-Parganas, West Bengal



State of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1506-2021, Page from 254199 to 254238  
being No 150606005 for the year 2021.



*Suman*

Digitally signed by SUMAN BASU  
Date: 2021.08.05 17:03:33 +05:30  
Reason: Digital Signing of Deed.

(Suman Basu) 2021/08/05 05:03:33 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM  
West Bengal.

(This document is digitally signed.)