

2863/21

I-255/9091

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50

भारत

FIFTY  
RUPEES

Rs.50

INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 880837

Certified that the documents is admitted to registration. The Signature sheet/s and the endorsement sheets attached with this document are the part of this document.

Add. Dist Sub-Registrar  
Alipore, South 24 Parganas  
4 - OCT 2021

04.10.2021

THIS AGREEMENT FOR DEVELOPMENT is made on 04<sup>th</sup> October Two

Thousand Twenty One

BETWEEN

1. SRI RABINDRA CHANDRA SAHA son of Late Haran Chandra Saha having PAN : DCWPS8247G , Aadhar No : 859878027339 by religion :

Hindu, by Occupation : Retired by Nationality : Indian 2. SRI BIJAY

CHANDRA SAHA son of Late Haran Chandra Saha having PAN:

DDRPS0412M Aadhar No : 806119353290 by religion : Hindu, by

Occupation : Retired by Nationality : Indian 3. SRI MADHAB

*[Handwritten signature]*

*Rabindra Ch Saha*

4.10.2021  
11:55  
200192939/2021

27 SEP 2021

001506

Sl. No. 8 Dt. 22 Rupees 50/-

Address.....

P.O..... P.S.....

Vendor Jay.....

(Advocate)  
Alipore Judges Court  
Kolkata-700027

(Advocate)  
Alipore Judges Court  
Kolkata-700027

JAYANTA DEY  
ALIPORE POLICE COURT  
Kolkata-27



Addl. Dist. Sub-Registrar  
Alipore  
- 4 OCT 2021  
South 24 Parganas  
Kolkata-700027

*Handwritten notes:*  
Sub-Registrar  
Alipore  
22/9/21

CHANDRA SAHA son of Late Haran Chandra Saha having PAN : DBEPS6938B, Aadhar No : 660464930732 by religion : Hindu, by

Occupation : Service by Nationality : Indian 4. SRI KESHAB CHANDRA

SAHA son of Late Haran Chandra Saha having PAN :DGXPS3687D Aadhar No : 777403295306 by religion : Hindu, by Occupation : Service by

Nationality : Indian 5. SRI GOPAL SAHA son of Late Haran Chandra Saha having PAN ATXPS64444G Aadhar No : 975173683335 by religion

: Hindu, by Occupation : by Nationality : Indian 6. SRI SANJIB SAHA

Son of late Nitya Gopal Saha having PAN CRLPS7104P Aadhar No 582646935583 by religion : Hindu, by Occupation : Service by Nationality :

Indian 7. SRI SUBHAJIT SAHA Son of late Jadav Chandra Saha having PAN GKKPS9674E Aadhar No : 7947 7360 8810 by religion : Hindu, by

Occupation : Service by Nationality : Indian all of 63B, Ibrahimpur Road, Police Station: Jadavpur, Kolkata- 700032 hereinafter referred to as the

LANDOWNERS (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their successors, administrators, legal representatives and assigns) of the ONE PART;

AND

PIYUSHMANYATA PROJECTS PRIVATE LIMITED (PAN-AAECP9142K), a company, incorporated under the Companies Act. 1956

*Rajendra Ch. Saha*

having its registered office at 18, Rabindra Sarani , 5<sup>th</sup> floor, Gate No. 03, Post Office - G.P.O. Police Station : Hare Street , Kolkata : 700 001, District : Kolkata and have it's site office at 61A, Sardar Sankar Road, Post office : Sarat Bose Road. Police Station Tollygunge, Kolkata 700029 duly authorized and represented by its Directors 1. SRI NAWNEET SODHANI son of Sri Hiralal Sodhani having PAN :AUAPS2409P, Aadhar No: 602203668874 , Poddar Court, 18, Rabindra Sarani , 5<sup>th</sup> floor, Gate No. 03, Post Office - G.P.O. Police Station- Hare Street , Kolkata - 700 001 having it's site office at 61A, Sardar Sankar Road, Post Office : Sarat Bose Road, Police Station : Tollygunge, Kolkata 700029, District South 24 Parganas 2. SRI RAJESH KUMAR JHAJHARIA, son of Late S.M. Jhajharia, having PAN ACWPJ3828K , Aadhar No 646962065452 by religion : Hindu, by occupation Business, by Nationality : Indian of 68/1 Deodar Rahman Road, Police Station: Charumarket, Post Office :Tollygunge, Kolkata-700033 District: South 24 Parganas hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include it's successors-in-interest, assigns and nominees) of the OTHER PART :

  
Rajendra Ch. Sahu

W H E R E A S Prior to Cadastral Survey Settlement operation Ajid Rahaman Mondal (alias Ajijar Rahaman Mondal ) since deceased son of late Rajjabali Mondal of Ibrahimipur Road, took settlement of the land measuring an area of .46 acre of Rayati Sthitiban land comprised in C.S. Plot nos 201, 202 and 203 C,S Khatian No 190 of Mouza: Ibrahimipur J. L. No. 36 in Right at a consolidated annual rent of Rs. 3-10 Annas TO HAVE AND TO HOLD the same and possessing absolute right and forever. The said Ajid Rahaman Mondal used to reside with his family and was in khas possession the of the same till his death.

A N D W H E R E A S during the last cadastral Survey Settlement operation the said Ajid Rahaman Mondal (alias Ajijar Rahaman Mondal) duly recorded his interest in connection with the land measuring an area of .46 acres in the record of Rights comprised in C. S. Dag Nos. 201, 202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimipur, J. L. No. 36, Police Station : Tollygunge (Now Jadavpur), District 24 Parganas, Touzi No. 244, of Alipure collectorate under the then superior Landlord the Proprietor of the Touzi No. : 244, Roy Dwaraknath Chakraborty Bahadur bearing an annual rent of Rs. 3-10 annas and the said record was finally published by the Government.



Rajendra Ch. Sahu

AND WHEREAS said Ajid Rahaman Mondal (alias Ajijar Rahaman Mondal ) died intestate leaving behind his two wives Afijan Bibi and Naunu Bibi , three sons Ainul Huq Mondal, Abdul Huq Mondal & Akbarali Mondal and five daughters Begum Bibi, Anarjan Bibi, Buljan Bibi, Meherjan Bibi, and Sakina Bibi as his only heirs and legal representatives.

AND WHEREAS on the death of said Ajid Rahaman Mondal the aforesaid Afijan Bibi and Naunu Bibi , three sons Ainul Huq Mondal, Abdul Huq Mondal & Akbarali Mondal and five daughters Begum Bibi, Anarjan Bibi, Buljan Bibi, Meherjan Bibi, and Sakina Bibi inherited the land measuring an area of .46 acres comprised in C. S. Dag Nos. 201, 202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimpur, J. L. No. 36, Touzi No. 244, Police Station : Tollygunge now Jadavpur, District 24 Parganas now South 24 Parganas, Additional District Sub Registrar at Alipure and they inherited the same in their personal capacity as heirs as said late Ajid Rahaman Mondal .

AND WHEREAS the said Afijan Bibi and Naunu Bibi, Ainul Huq Mondal, Abdul Huq Mondal and Akbar Ali Mondal, Begum Bibi, Anarjan Bibi, Buljan Bibi, Meherjan Bibi, and Sakina Bibi were the joint LANDOWNERS and possessing the same in Khas.



Rahimuddin Ch. Gaku

**AND WHEREAS** on 12.06.1959 Begum Bibi, sold, transferred and conveyed their share to Kesidan Bibi wife of Abdul Hug Mondal. The said deed was registered in the office of Sub Registrar at Alipur recorded in Book No. 1, Volume No. 97, Pages: 153 to 158, Being No. 5638, for the year 1959.

**AND WHEREAS** on 14.09.1960 Naunu Bibi ,Sakina Bibi sold, transferred and conveyed their share to Kesidan Bibi wife of Abdul Hug Mondal. The said deed was registered in the office of the Sub-Registrar at Alipur recorded in Book No.1, Volume No. 121, Pages: 176 to 179, Being No. 7279 for the year 1960.

**AND WHEREAS** on 07.04.1964 the said Abdul Huq Mondal son of late late Ajid Rahaman Mondal and Fuljan Bibi wife of Sheik Kabiluddin Mondal as Vendors sold, transferred and conveyed their share in the aforesaid property to Sri Manindra Chandra De son of late Purna Chandra De The said deed was registered in the office of the Sub-Registrar at Alipure recorded in Book No.1, Volume No.52, Pages 176 to 181, Being No.2614 for the year 1964 .

**AND WHEREAS** on 07.04.1964 the said. Kesidan Bibi wife of Abdul Huq Mondal and Afijan Bibi wife of Late Ajid Rahaman Mondai as

Vendors sold, transferred and conveyed their share in the aforesaid property to Sri Manindra Chandra De son of late Purna Chandra De. The said deed was registered in the office of the Sub-Registrar at Alipure recorded in Book No.1. Volume No.61 Pages 80to 85, Being No.2616 for the year 1964 .

AND WHEREAS on 07.04.1964 the said Ainul Huq Mondal Son of late Ajid Rahaman Mondal and Anarjan Bibi wife of Sheik Ohed Bux as Vendors sold, transferred and conveyed their share in the aforesaid property to Sri Manindra Chandra De son of late Purna Chandra De. The said deed was registered in the office of the Sub-Registrar at Alipure recorded in Book No.1, Volume. No.59, Pages .50 to 55, Being No.2617 for the year 1964.

AND WHEREAS 07.04.1964 executed by Akbarali Mondal son of Late Ajid Rahaman Mondal and Meherjan Bibi wife of Sheik Sumsuddin sold, transferred and conveyed their share in the aforesaid property to Sri Manindra Chandra De son of late Purna Chandra De. The said deed was registered in the office of the Book No.1. Volume No.60, Pages 43 to 48, Being No.2618 for the year 1964.

AND WHEREAS thus the said Sri Manindra Chandra De son of late Purna Chandra De was the absolute owner of ALL THAT the land



Rahindra Ch. Saha



measuring an area of .46 acres comprised in C.S. Dag Nos. 201, 202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimpur, J. L. No. 36, Touzi No. 244, Police Station : Tollygunge now Jadavpur, District 24 Parganas now South 24 Parganas, Additional District Sub Registrar at Alipure and have all right, title, interest, Claim, easements, appendages and appurtenances, benefits, liberties, privileges and advantages appertaining thereto.

**AND WHEREAS** the said Sri Manindra Chandra De son of late Purna Chandra De while seized and possessed of 46 acres comprised in C.S. Dag Nos. 201, 202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimpur, J. L. No. 36, Touzi No. 244, Police Station : Tollygunge now Jadavpur, District 24 Parganas now South 24 Parganas, Additional District Sub Registrar at Alipure prepared a Scheme Plan, divided the land into different plots for selling land to different purchasers, prepared roads in between the said plots etc.

**AND WHEREAS** on 23.09.1970 the said Sri Manindra Chandra De sold, transferred and conveyed to Sri Rabindra Chandra Saha, Sri Bijoy Chandra Saha , Sri Nitya Gopal Saha, all sons of Sri Haran Chandra Saha Madhusudan Das son of late Gopinath Das, of **ALL THAT** the land measuring an area of Three Cottahs Three Chittaks Twenty Six Square Feet



Rabindra Ch. Saha

of land, comprised in C.S. Dag Nos. 201, 202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimpur, J. L. No. 36, Touzi No. 244, Police Station : Tollygunge now Jadavpur, District 24 Parganas now South 24 Parganas, Additional District Sub Registrar at Alipure lying situate at and being portion of Premises No 63, Ibrahimpure Road at present within Ward No. 96 of the Kolkata Municipal and the said Deed of Conveyance was registered in the Office of Joint Sub-Registrar at Alipore and recorded in Book No. I, Volume No.87, at Pages 30 to 49, Being No. 4223 for the year 1970.

**AND WHEREAS** after purchase Sri Rabindra Chandra Saha, Sri Bijoy Chandra Saha , Sri Nitya Gopal Saha; Madhusudan Das mutated their names in the record of the Kolkata Municipal Corporation and the said property has been assessed and numbered as Premises No : 63B, Ibrahimpur Road, Police Station : Jadavpur, Kolkata : 700032 within ward no 96 of the Kolkata Municipal Corporation having Assessee No : 210960202211

**AND WHEREAS** the said Sri Rabindra Chandra Saha, Sri Bijoy Chandra Saha , Sri Nitya Gopal Saha Madhusudan Das constructed a Two Storied and partly three Storied building on the said plot together with Two Storied and partly Three Storied building standing thereon Ground Floor having an area of 1573 Square Feet more or less, First Floor having an area



Rabindra Ch. Saha

of 1603 Square Feet more or less and Second Floor having an area of 1319 Square Feet more or less on the property at Premises No : 63B, IBRAHIMPUR ROAD, Police Station : Jadavpur, Kolkata : 700032 within ward no 96 of the Kolkata Municipal Corporation.

**AND WHEREAS** while enjoying the aforesaid property Nitya Gopal Saha died intestate on 21.05.2005 leaving behind him his wife Smt. Gouri Rani Saha, son Sri Sanjib Saha and daughter Smt. Ratula Mukhejee, as his only legal heirs, successors and legal representatives

**AND WHEREAS** the said Gouri Rani Saha died intestate on 20.09.2019 leaving behind her son Sri Sanjib Saha and her daughter Smt. Ratula Mukherjee as her only legal heirs and successors and as such the said Sri Sanjib Saha and Smt. Ratula Mukherjee became the joint LANDOWNERS in respect of the said 1/4<sup>th</sup> share of the undivided land and three storied building at Premises No.63B, Ibrahimpur Road, P.S. Jadavpur, Kolkata - 700032.

**AND WHEREAS** on 14<sup>th</sup> August 2020 Smt. Ratula Mukherjee gifted ,transferred and conveyed to Sri Sanjib Saha her undivided 1/8<sup>th</sup> share of the land and building of the property at Premises No.63B, Ibrahimpur Road,

*[Handwritten mark]*

*Ratula Mukherjee*

Police Station: . Jadavpur, Kolkata : 700032. The said deed was registered in the office of Additional District Sub Registrar at Alipore and recorded in Book No 1, Volume No 1605-2020, Pages 82314 to 82340, Being No 160502186 for the year 2020.

**AND WHEREAS** on 31.12.2012 the said Madhusudan Das, son of Late Gopi Nath Das sold, transferred and conveyed to Sri Madhab Chandra Saha son of Late Haran Chandra Saha , Sri Keshab Chandra Saha Son of Late Haran Chandra Saha Sri Gopal Saha son of Late Haran Chandra Saha, Smt Sujata Saha wife of late Jadav Chandra Saha and Subhajit Saha son of late Jadav Chandra Saha of All That the 1/4<sup>th</sup> share of the land and building of the property at Premises No.63B, Ibrahimpur Road, Police Station: Jadavpur, Kolkata : 700032. The said deed was registered in the office of the District Sub Registrar-I at Alipore, District South 24-Parganas and recorded in Book No.1, CD Volume No.20, Pages from 1569 to 1591, being No.04527, for the year 2012.

**AND WHEREAS** the said Smt. Sujata Saha wife of late Jadav Chandra Saha died intestate on 18.10.2015 leaving behind his son Subhajit Saha as his only heirs and legal representatives. Husband of Sujata Saha predeceased her. The said Jadav Chandra Saha died on 06.12.2008




**AND WHEREAS** thus the said Sri Rabindra Chandra Saha son of Late Haran Chandra Saha , Sri Bijay Chandra Saha son of Late Haran Chandra Saha Sri Madhab Chandra Saha son of Late Haran Chandra Saha , Sri Keshab Chandra Saha son of Late Haran Chandra Saha , Sri Gopal Saha son of Late Haran Chandra Saha , Sri Sanjib Saha Son of late Nitya Gopal Saha Sri Subhajit Saha Son of late Jadav Chandra Saha are the joint LANDOWNERS of **ALL THAT** the land measuring an area of Three Cottahs Three Chittaks Twenty Six Square Feet of land, comprised in C.S. Dag Nos. 201, 202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimpur, J. L. No. 36, Touzi No. 244, Police Station : Tollygunge now Jadavpur, District 24 Parganas now South 24 Parganas, Additional District Sub Registrar at Alipure together with Two Storied and partly Three Storied building standing thereon Ground Floor having an area of 1573 Square Feet more or less, First Floor having an area of 1603 Square Feet more or less and Second Floor having an area of 1319 Square Feet more or less lying situate at and being portion of Premises No 63B, Ibrahimpore Road, Police Station : Jadavpur, Kolkata :700032, District : South 24 Parganas at present within Ward No. 96 of the Kolkata Municipal Corporation.




AND WHEREAS while seized and possessed of the aforesaid property, present LANDOWNERS herein above, are desirous of developing the aforesaid property by constructing building thereon in accordance to the plan sanctioned by the Kolkata Municipal Corporation through a Developer who is capable enough of developing the said premises.

AND WHEREAS in accordance to the aforesaid representation of the Land Owners and the Developer has decided to construct a Ground plus three storied building on the property at Premises No 63B, Ibrahimpur Road, Police Station: Jadavpur, Kolkata- 700032 , District : South 24 Parganas within ward no 96 more fully and particularly described in the First Schedule hereunder written. in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation after demolishing the existing two storied building under the terms and conditions hereinafter appearing.

AND WHEREAS the Landowners herein represent to the Developer as follows :-

- a. The Land Owners are the absolute Land owners of the First Schedule Property and there is no dispute with regard to the title, identification, measurement of the First Schedule property.



Rajendra Ch. Saha

- b. The Land Owners have not entered into any Agreement for Sale relating to the First Schedule property and / or encumbered parted with and/ or dealt with the First Schedule property or any portion thereof in any manner whatsoever to any third person.
- c. The said First Schedule property is free from all encumbrances, acquisitions, requisitions whatsoever and howsoever.
- d. There are no suits and/or legal proceedings and/or litigations pending in any Court of Law involving the question of title to the said First Schedule Property or any part thereof and/or involving the Land Owners in relation thereto and/or in respect of the said First Schedule Property.
- e. The Land Owners shall clear all the Kolkata Municipal Corporation taxes, arrear dues in respect of the said First Schedule Property including the GR and dues if any related to this property till the date of handover of vacant possession thereof to the Developer.
- f. The Land Owners hereby indemnify the developer that in the event any litigation arises in respect and/or in relation to and/or concerning the said First Schedule Property due to any acts or omissions on the part of the Land



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Owners. The Land Owners shall settle all the disputes at his own costs and expenses.

**AND WHEREAS** the Developer herein has agreed to the above proposal of the Land Owners and is interested to develop the land at the said premises by constructing a proposed Ground Three storied building complete with Lift and other facilities at its own costs as per building plan sanctioned by the Kolkata Municipal Corporation.

**AND WHEREAS** the Land Owners and the Developer herein have mutually agreed to develop the land by constructing a new Three storied building complete with Lift and other facilities at the said premises as per sanctioned building plan by the Kolkata Municipal Corporation on the following terms and conditions as mentioned hereunder.

**AND WHEREAS** the proposed building will be completed after demolition of the existing structure within 18 months from the date of commencement of the work after demolishing the existing building in case of G+III storied building. The said period may be extended for a further period of six months if the situation so demands. In Case of G+IV storied building in that case building will be completed after demolition of the existing



*Rabindra Ch. Saha*



structure within 24 months from the date of commencement of the work after demolishing the existing building. The said period may be extended for a further period of six months if the situation so demands

**THE TERMS IN THESE PRESENTS SHALL UNLESS CONTRARY OR REPUGNANT TO THE CONTEXT, MEAN AND INCLUDE THE FOLLOWING:-**

- 1.1 **SAID FIRST SCHEDULE PROPERTY** : shall mean and include **ALL** **THAT** the land measuring an area of Three Cottahs Three Chittaks Twenty Six Square Feet of land, comprised in C.S. Dag Nos. 201, 202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimpur, J. L. No. 36, Touzi No. 244, Police Station : Tollygunge now Jadavpur, District 24 Parganas now South 24 Parganas, Additional District Sub Registrar at Alipure together with Two Storied and partly Three Storied building standing thereon Ground Floor having an area of 1573 Square Feet more or less, First Floor having an area of 1603 Square Feet more or less and Second Floor having an area of 1319 Square Feet more or less lying situate at and being portion of Premises No 63B, Ibrahimpure Road, Police Station : Jadavpur, Kolkata :700032, District : South 24 Parganas at present within Ward No. 96 of the Kolkata Municipal Corporation with all easementary right attached thereto.




- 1.2 **DEVELOPMENT AGREEMENT** : shall mean this agreement with such modification and/or alteration and/or supplementary agreement as may be mutually agreed upon in writing between the LANDOWNERS and the Developer herein.
- 1.3 **DEVELOPER**: shall mean and include the DEVELOPER herein as more fully described hereinabove and their legal representatives, successors in interest.
- 1.4 **PLAN**: shall mean the plan to be sanctioned by the Kolkata Municipal Corporation with such modification and/or alteration as may be required or which may be made and prepared by the DEVELOPER from time to time for the purpose of construction and erection of building on the said properties afterwards with the approval of the LANDOWNERS from time to time and such plan will be sanctioned in the name of the LANDOWNERS herein.
- 1.5 **SAID BUILDING** : shall mean proposed Ground Plus Three Storied Building and/or Ground Plus Four Storied Building sanctioned by the Kolkata Municipal Corporation on said First Schedule Property, in accordance the plan with modifications thereto, consisting of self-contained flats/apartments/ units/constructed spaces/commercial space, cars parking

  
Rajendra Ch. Saha

space, capable of being held and/or transferred and/or used and enjoyed independently of each other.

1.6 ARCHITECT : shall mean such person who may be appointed by the DEVELOPER for the purpose of undertaking the preparation and/or modification of the said plan and also for carrying out the supervision and management of the construction of the said building to be constructed at the said property.

1.7 SPECIFICATIONS : shall mean the specifications of the materials to be used in course of construction of the said building more fully described in the Fifth Schedule hereunder written.

1.8 FORCE MAJEURE : shall mean strike, earthquakes, civil commotion, natural calamities or other irresistible forces and/or any other circumstances beyond the control of the DEVELOPER and/or for which the DEVELOPER is not responsible.

1.9 SALEABLE SPACE : shall mean the space in the said building/buildings, available for independent occupation after making due provisions for common facilities and amenities and the space required.

  
Rajendra Ch. Saha

1.10 **COMMON FACILITIES AND AMENITIES**: shall include corridors, ways, passages, stairs, staircases, stair landings, common lavatories, water pump and motor, underground reservoir, overhead tank, water courses, drive-ways and other facilities which may be actually agreed upon by and between the parties and required for the establishment, location, enjoyment, maintenance and / or management of the said building.

1.11 **WORD IMPORTING SINGULAR**: shall include plural and vice versa. Words importing masculine gender shall include feminine gender and neuter gender likewise words importing feminine and neuter gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

**1. DEVELOPMENT RIGHT AND COMMENCEMENT**

This agreement has commenced on and with effect from the date of execution of this Agreement.

**3. CONTRACT :-**

In consideration of the various terms and conditions herein after provided and subject to the terms and conditions as are herein contained, whereby and where under the DEVELOPER shall be entitled to and is hereby authorized



and empowered to construct, ~~erect~~ and complete the said building in accordance with the plan sanctioned by the Kolkata Municipal Corporation and/or as modified and/or revalidated from time to time (hereinafter referred to as the said plan) and the LANDOWNERS hereby granted delivered possession of the said first schedule property to the DEVELOPER for the purpose of such development.

4.1 The Developer at it's own costs prepared the building plan and obtained sanctioned from KMC and the DEVELOPER shall be entitled to obtain all necessary permissions, approval as may be necessary or be required from time to time afterwards.

4.2 The Land Owners hereby authorize the Developer and also agreed to sign all maps, plans, applications and all other necessary papers as may be required from time to time to enable the Developer to obtain the modified plan or getting the said plan re validated and/or to obtain all necessary permission and/or approvals and/or sanctions as may be necessary or be required from time to time. It is also confirmed that all the expenses bourn by the Developer.



Rabindra Ch. Jaha

5. **CONSTRUCTION** :

5.1 The Land Owners hereby authorize and empower the Developer, and the Developer hereby agrees and undertakes to construct and complete the said building in accordance with the said sanctioned plan with all internal and external services amenities fittings and fixtures etc.

5.2 It is hereby agreed by and between the parties hereto that the said building shall be constructed and completed in accordance with the specifications more fully and particularly described in the Fifth Schedule hereunder written and as may be approved by the Architect.

6. **COSTS OF CONSTRUCTION AND COMPLETION**:

6.1 The entire costs of construction, amenities in connection with construction, erection and completion of the said building, to be constructed on said First Schedule Property shall be borne by the Developer. Such costs shall, inter alia, include costs of all overheads regarding construction, costs of materials used for construction, fees payable to the Kolkata Municipal Corporation, Architects and Engineers in respect of the construction, costs for the purpose



Rajendra Ch. Gaha

of obtaining licenses. The Land Owners shall not be required and/or liable to contribute any amount on any of the aforesaid account.

6.2 Unless prevented by any authority or any Government agency or by an order of any competent court of law and/or any circumstances beyond the control of the Developer, the Developer shall complete the said building will be completed after demolition of the existing structure within 15 months from the date of commencement of the work The said period may be extended for a further period of four months if the situation so demands.

7. **LAND OWNERS' ALLOCATION :-**

- a. The Landowners' allocation shall mean **ALL THAT** the entire First Floor and 75% constructed area in the Third Floor of the proposed Ground Plus Three Storied building together with proportionate share in the land measuring an area of Three Cottahs Three Chittaks Twenty Six Square Feet of land, comprised in C.S. Dag Nos. 201, 202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimpur, J. L. No. 36, Touzi No. 244, Police Station : Tollygunge now Jadavpur, District 24 Parganas now South 24 Parganas, Additional District Sub Registrar at Alipure lying situate at and being portion of Premises No 63B, Ibrahimpore Road, Police Station : Jadavpur, Kolkata

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Rajendra Ch. Gupta

:700032, District : South 24 Parganas at present within Ward No. 96 of the Kolkata Municipal Corporation with all easement right, title, interest, attached thereto along with right of user of the common areas and facilities in common with other the Flat Owner including the present Land Owners of the said newly constructed building.. Apart from that the Developer shall pay to the Land Owners a sum of Rs. 6,00,000/- (Rupees Six Lac) only of which an amount of Rs. 3,00,000/- (Rupees Three Lac) only to be paid on the date of signing and registration of this agreement and Power of attorney and balance Rs 3,00,000/- (Rupees Three Lac) only will be paid after sanction plan as well as delivery of possession of the First Schedule property to the developer herein. Further it is to be noted that the Developer will construct, bear and pay the costs for covering the roof of the building in case of G+ III storied building and in case of G+IV storied building, Land Owners' allocation shall mean **ALL THAT** the entire First Floor and Third Floor of the proposed Ground Plus Four Storied building together with proportionate share in the land measuring an area of Three Cottahs Three Chittaks Twenty Six Square Feet of land, comprised in C.S. Dag Nos. 201, 202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimpur, J. L. No. 36, Touzi No. 244, Police Station : Tollygunge now Jadavpur, District 24 Parganas now South 24 Parganas, Additional District Sub Registrar at Alipure lying situate at and



Rajendra Ch. Saha



being portion of Premises No 63B, Ibrahimpore Road, Police Station :  
 Jadavpur, Kolkata :700032, District : South 24 Parganas at present within  
 Ward No. 96 of the Kolkata Municipal Corporation with all easement right,  
 title, interest, attached thereto along with right of user of the common areas  
 and facilities in common with other the Flat Owners including the present  
 Land Owners of the said newly constructed building. Apart from that the  
 Developer shall pay to the Land Owners a sum of Rs. 6,00,000/- (Rupees  
 Six Lac) only of which an amount of Rs. 3,00,000/- (Rupees Three Lac)  
 only to be paid on the date of signing and registration of this agreement and  
 Power of attorney and balance Rs 3,00,000/- (Rupees Three Lac) only will  
 be paid after sanction plan as well as delivery of possession of the First  
 Schedule property to the developer herein. The allocation of the Land  
 Owners are described in the SECOND SCHEDULE herein below

8. DEVELOPER'S ALLOCATION :

- a. The Developer's allocation shall include ALL THAT the area covering  
 entire ground floor save and except common amenities , Flats covering entire  
 2<sup>nd</sup> floor and 25% of the constructed area in the Third Floor of the proposed  
 Ground Plus Three Storied building together with all rights, facilities ,  
 amenities attached thereto lying situate at and being Premises No 63B,



Rajinder Ch. Gaba

Ibrahimpore Road, Police Station : Jadavpur, Kolkata :700032, District :  
 South 24 Parganas at present within Ward No. 96 of the Kolkata Municipal  
 Corporation with all easement right, ~~title~~, interest, attached thereto along with  
 right of user of the common areas and facilities in common with other Flat  
 owners including the present land Owners' of the said newly constructed  
 building and in case of G+IV storied building Developer's allocation shall  
 mean ALL THAT the entire Ground floor save and except common areas and  
 facilities, entire Second Floor and Fourth Floor of the proposed Ground Plus  
 Four Storied building together with all rights, facilities and amenities  
 attached thereto lying situate at and being ~~portion~~ of Premises No 63B,  
 Ibrahimpore Road, Police Station : Jadavpur, Kolkata :700032, District :  
 South 24 Parganas at present within Ward No. 96 of the Kolkata Municipal  
 Corporation with all easement right, facilities , amenities, interest, attached  
 thereto along with right of user of the common areas and facilities in  
 common with other the Flat Owners including the present land owners' of  
 the building. The allocation of the Developer is described in the THIRD  
SCHEDULE herein below. The Developer has the right to sell it's  
 allocation along proportionate share in the land relating to the First Schedule  
 property by virtue of Development Power of attorney executed by the




Owners in favour of the Developer to the Final Purchaser/Purchasers of it's allocation.

- b. The Developer shall also be entitled to change the layout of the flats in the allocation of the Developer, by merging the same and/or by reducing the size of the flats, at it's sole and absolute discretion subject to approval by the Kolkata Municipal Corporation. Needless to add, the costs, charges and expenses therefore shall be borne by the Developer.

9. **LAND OWNERS' OBLIGATION:-**

9.1 The Land Owners shall simultaneously with execution of this Development Agreement execute and register a Development Power of Attorney in favour of the Developer to deal with of the Developer's allocation only in terms of this Agreement and with allied matters and with matters required to be dealt with on a day to day basis.

9.2 The Land Owners shall sign and execute and/or register all necessary applications, papers, deeds documents and to do all such acts deeds and things as the Developer may require in order to legally and effectually vest in the Developer or the purchasers of the Developer's allocation in the said

properties and for completing the construction and erection of the said building in accordance with the sanctioned plan.

9.3 The Land Owners hereby undertakes that any person claiming through and/or under her shall not cause any hindrances in the construction of the said building at the said property, whereby and where under the smooth construction of the said building is disturbed, subject to providing good building materials as mentioned in the Fourth Schedule hereunder written and making construction in accordance with law,

9.4 The Land Owners shall up to the date of handing over possession of the said property to the Developer for construction, bear and pay all statutory charges in respect of the said property. However after delivery of possession of the Second Schedule property Land Owners shall be liable to bear entire Taxes and other charges as imposed by the statutory authority in respect of the Second Schedule Property i.e Owner's Allocation in the new Building and further Land Owners shall be solely responsible all new statutory charges, after the new building of Land Owners' allocation is completed.



*Rajendra Ch. Bhat*

9.5 The Land Owners will handed over all Title deeds and other related papers in connection with the First Schedule property to the Developer immediately after execution of the agreement for development.

**10. DEVELOPER'S OBLIGATIONS:**

10.1 The Developer shall complete the said building within 18 months from the date of commencement of the work after demolishing the existing building in case of G+III storied building and in case of G+IV storied building it will be completed within 24 months from the date of commencement of the work after demolishing the existing building and in both the cases the said period be extended for a further period if the situation so demand .

10.2 If the construction and/or completion of the building is delayed for any willful acts or negligence on the part of the Developer it shall be liable to pay such loss or damages to the Land Owners at the rate of Rs. 5,000/- (Rupees Five Thousand) only per month.

10.3 The Developer shall use good quality materials and fixtures and fittings for constructing the said building as prescribed by the Architect as mentioned in Fourth Schedule hereunder.



10.4 Upon completion of the construction of the building on the First Schedule property, the Developer shall obtain completion certificate from the Kolkata Municipal Corporation in connection with the Sanction Building plan and thereafter handover possession of Land Owners' allocation in the new building First. On completion the Developer will write letter to the Land Owners asking them to take possession of the Owners' allocation If the land Owners do not take possession of their allocation within 10 days from the date of written intimation issued to the Owners by the developer, in such case it will be deemed that the possession has been delivered to the Owners and the developer shall have the right to hand over possession of the Flat and Car Parking space to the other Flat Owner's of the building

10.5 The Developer will provide to each Land Owners a sum of Rs 7000/ per month as rent for alternative accommodation during the period of construction immediately after delivery of possession of the First Schedule property and pay rent for that till the Land Owners' allocation will be handed over to the Land Owners.

10.5A. That nothing herein contained shall be construed as a demise or an assignment or conveyance or as creating any right title or interest in respect of the said premises in favour of the BUILDER/CONTRACTOR other than an exclusive right to the BUILDER/CONTRACTOR to do or refrain from doing the acts and things in terms hereof and to deal with the BUILDER/CONTRACTOR'S allocation as for the beneficial of his firm and also for these project.

*Rajendra Ch. Saha*

10.6 The Developer will be liable to bear and pay all arrear municipal rates and taxes in connection with general revision of taxes for provisions year to till

*date the Contractor/Builder has not at any point - of time entered into any partnership with some other firm/company for these projects.*

10.7 MISCELLANEOUS: -

11.1 Any notice required to be given by the Land Owners or the Developer shall without prejudice to any other mode of service available be deemed to have been served either on the Land Owners or upon the Developer if delivered by hand and duly acknowledged or sent by prepaid speed post with acknowledgement due and be deemed to have been served on the Land Owners or the Developer if sent to the respective address of the party.

11.2 None of the parties hereto shall do any act, deed or thing whereby and where under the other party is prevented from enjoying and/or dealing with its respective allocation in terms of this development agreement.

11.3 Both the parties hereby covenant with each other to do all such other lawful acts deeds or things as may be reasonably required by the either of the parties for the purpose of giving effect to and/or implementing this development agreement.

*[Handwritten mark]*

*Raleinda Chigela*

**10. ARBITRATION:**

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both parties. If the Parties have not settled the Disputes by negotiation within 30 (Thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to, and finally resolved through, arbitration by an Arbitrator jointly appointed by the parties hereto in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made there under. The arbitration proceedings shall be conducted at Kolkata and in English.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the land measuring an area of Three Cottahs Three Chittaks Twenty Six Square Feet of land, comprised in C.S. Dag Nos. 201, 202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimpur, J. L. No. 36, Touzi No.






244, Police Station : Tollygunge now Jadavpur, District 24 Parganas now South 24 Parganas, Additional District Sub Registrar at Alipure together with Two Storied and partly Three Storied building standing thereon Ground Floor having an area of 1573 Square Feet more or less, First Floor having an area of 1603 Square Feet more or less and Second Floor having an area of 1319 Square Feet more or less lying situate at and being portion of Premises No 63B, Ibrahimapore Road, Police Station : Jadavpur, Kolkata :700032, District : South 24 Parganas at present within Ward No. 96 of the Kolkata Municipal Corporation butted and bounded by :.

**ON THE NORTH** : Premises No 37/4, Ibrahimapore Road;

**ON THE EAST** : House of Gopal Dey ;

**ON THE SOUTH** : Premises No 63C, Ibrahimapore Road;

**ON THE WEST** : 16'-8" wide KMC Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**

(Landowner's Allocation)

**ALL THAT** the entire First Floor and 75% constructed area in the Third Floor of the proposed Ground Plus Three Storied building together with proportionate share in the land measuring an area of Three Cottahs Three Chittaks Twenty Six Square Feet of land, comprised in C.S. Dag Nos. 201,

  
Ratan Chandra

202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimpur, J. L. No. 36, Touzi No. 244, Police Station : Tollygunge now Jadavpur, District 24 Parganas now South 24 Parganas, Additional District Sub Registrar at Alipure lying situate at and being Premises No 63B, Ibrahimpore Road, Police Station : Jadavpur, Kolkata :700032, District : South 24 Parganas at present within Ward No. 96 of the Kolkata Municipal Corporation with all easement right, ~~title~~, interest, attached thereto along with right of user of the common areas and facilities in common with other Flat Owners including Land Owners of the building. Apart from that the Developer shall pay to the Land Owners a sum of Rs. 6,00,000/- (Rupees Six Lac) only of which an amount of Rs. 3,00,000/- (Rupees Three Lac) only to be paid on the date of signing and registration of this agreement and Power of attorney and balance Rs 3,00,000/- (Rupees Three Lac) only will be paid after sanction plan as well as delivery of possession of the First Schedule property to the developer herein. Further it is to be noted that the Developer will construct, bear and pay the costs for covering the roof of the building in case of G+ III storied building and in case of G+IV storied building Land Owners' allocation shall mean ALL THAT the entire First Floor and Third Floor of the proposed Ground Plus Four Storied building together with proportionate share in the land measuring an area of Three Cottahs Three Chittaks Twenty Six Square

  
Rajendra Ch. Saha

Feet of land, comprised in C.S. Dag Nos. 201, 202 and 203, C.S Khatian no. 190 of Mouza : Ibrahimpur, J. L. No. 36, Touzi No. 244, Police Station : Tollygunge now Jadavpur, District 24 Parganas now South 24 Parganas, Additional District Sub Registrar at Alipure lying situate at and being of Premises No 63B, Ibrahimpure Road, Police Station : Jadavpur, Kolkata :700032, District : South 24 Parganas at present within Ward No. 96 of the Kolkata Municipal Corporation with all easement right, title, interest, attached thereto along with right of user of the common areas and facilities in common with other Flat Owners' including the present Land owners of the said newly constructed building. Apart from that the Developer shall pay to the Land Owners a sum of Rs. 6,00,000/- (Rupees Six Lac) only of which an amount of Rs. 3,00,000/- (Rupees Three Lac) only to be paid on the date of signing and registration of this agreement and Power of attorney and balance Rs 3,00,000/- (Rupees Three Lac) only will be paid after sanction plan as well as delivery of possession of the First Schedule property to the developer herein.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Developer's Allocation)

**ALL THAT** the area covering entire ground floor save and except common amenities, Flats covering entire 2<sup>nd</sup> floor and 25% of the constructed area in





the Third Floor of the proposed Ground Plus Three Storied building together with all rights, facilities, amenities attached thereto lying situate at and being Premises No 63B, Ibrahimapore Road, Police Station : Jadavpur, Kolkata :700032, District : South 24 Parganas at present within Ward No. 96 of the Kolkata Municipal Corporation with all easement right, interest, attached thereto along with right of user of the common areas and facilities in common with other the Flat owners including the present Land Owners of the building and in case of G+IV storied building Developer's allocation shall mean ALL THAT the entire Ground floor save and except common areas and facilities, entire Second Floor and Fourth Floor of the proposed newly constructed Ground Plus Four Storied building together with all rights, facilities, amenities attached thereto lying situate at and being Premises No 63B, Ibrahimapore Road, Police Station : Jadavpur, Kolkata :700032, District : South 24 Parganas at present within Ward No. 96 of the Kolkata Municipal Corporation with all easement right, interest, attached thereto along with right of user of the common areas and facilities in common with other the Flat owners including the present Land Owners of the building.



Rajendra Ch. Saha

**THE FOURTH SCHEDULE ABOVE REFERRED TO :**

(Specification of Materials to be used in construction)

- a. Cement : Ultratech
- b. Steel Tested
- c. Brick 1st Quality
- d. Stone Chips & Sand Supply as per our specification standard
- e. Labour Contractor: Reputed experienced Contractor.
- f. Building is R.C.C. framed building with attractive elevation with concrete grade M-20.
- g. 10", 5", 3" brick work with (1:6) & (1:4) respectively.
- h. Inside  $\frac{3}{4}$ " thick with (1:6) mortar
- i. Outside double plaster with (1:5) mortar.
- j. Ceiling & Concrete surface  $\frac{1}{4}$ " thick plaster with (1:4) mortar.

(All plaster should be chemically proof.

Floor of Rooms: 2' X 2' size Vitrified Tiles (Kazaria/ Sunbrand/Johnson, or equivalent Make) Kitchen:

Anti skid Tiles/ Vitrified Tiles (as above make) with Quartz Counter top & Stainless Steel Sink of Nirali /or equivalent Make.

Floor of Living / Dining: Vitrified Tiles (Make- same as above)

Floor of Toilets: Anti skid Tiles (Make- same as above)

Toilet Walls: Tiles up to 7' or door height (Kajaria/or equivalent Make).

Painting & Finishing:

Internal face of the walls – Super white or sun brand etc, Plaster of Paris.

Exterior walls – Weather Coat or equivalent.(Asian Paints/Burger/Narolac/or equivalent Make)

Boundary walls – Weather Coat.

Door: 32 mm – Flush door, 32 mm – Teak Ply main door with polish.

Doorframe – Sal wood Window: Anodized Aluminum with Grill.

Electrical Fittings: Copper wire –Finolex or equivalent quality, Switches, Modular. (crabtree, Havells/ Anchor / M.K/ or equivalent make)

Sanitary Fittings in toilets: White Colour,

Neycer/Cera/Porceline/Hind ware/ or equivalent.

Tap, Bibcock, Piller cock etc. of Essco with commode Shower. Tata/Medium

GI – hot & cold in all toilets.

Stair Case: Fully marbled/kota stone/marble with grills and wooden top/Balustrade with polish.

Ground floor: Citu crazy mosaic Lobby: Designed marble.

Roof Treatment: Roof tile with treatment of under budding.

Water Supply: Adequate KMC supply will be provided.



*Rajiv Ch. Ghe*

Pumps & Motors: 32 Pumps and motors of adequate capacity and reputed make with connection with overhead and underground reservoir.

Main gates of New Building: MS flat/sheet/square bars

Lift & Machinery: Reputed make for 3 passengers

Overhead reservoir: PVC / RCC

Underground reservoir: Concrete and plastered with chemical treatment.

Common Areas: Crazy marble mosaic.

Detail Specification regarding Electrical Point

Power Points :-

- a. Each room to be provided with one fan point, three light points, two 5AMP and one 15 AMP plug points. A.C. point in all Room and Telephone, T.V. point.
- b. Drawing and Dining – Two fan points, three light points, two 5 AMP and 15 AMP Plug points with 1 no. A.C. point and Telephone and T.V. point.
- c. Kitchen – One light point, one exhaust Fan Point, Two 15 AMP plug point and Two 5 AMP plug point.
- d. Toilets – One light point, One 15 AMP plug point and One 5 AMP plug point.
- e. Verandah – One light, One fan point, one Doorbell point at main Door of the flat.



*Kale Ina Ch. G. G.*

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Common Portions)**

- a. Lobbies, staircases and landings of the building.
- b. Stair head room
- c. Lift machine room, chute and lift well of the Said building.
- d. Common installations on the roof above the top floor of the Said building.
- e. Common staff toilet in the ground floor of the Said building.
- f. Overhead water tank, water pipes and sewerage pipes of the Said Block (save those inside any Unit or attributable thereto).
- g. Drains, sewerage pits and pipes within the Said Block (save those inside any Unit or attributable thereto).
- h. Electrical Installations including wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from



Rachinora Ch. Saha



Electricity Supply Agency to all the Units in the Said Block and Common Portions within or attributable to the Said building.

- i. Lift and lift machinery of the Said building.
- j. Other areas and/or installations and/or equipment's as are provided in the Said building for common use and enjoyment.
- k. Centralized water supply system for supply of water in common to the building.
- l. Main sewer, drainage and sewerage pits and evacuation pipes in the Said building.
- m. Pumps and motors for water supply system for both building and Common Portions.
- n. Wiring and accessories for lighting of Common Portions of the Said building.
- o. Lighting arrangement for lighting of common Portions of the Said building.
- p. The ultimate roof of the building.

  
Rajendra C. Saha

IN WITNESS WHEREOF the said Owner and the Developer have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

at Kolkata in the presence of :

**WITNESSES :**

1. Subhasis Das  
Gupta Advocate  
Alipore Judges' Court  
Kolkata, Kol-27

2. Pintu Halder  
Alipore Police Court  
Kol-27r

Rajiv Ch. Saha

Biswajit Ch. Saha

Madhub Chandra Saha

Pratap Saha

Sanjib Saha  
Subhjit Saha

SIGNATURE OF THE Madhub Chandra Saha  
**LAND OWNERS**

PIYUSHMANYATA PROJECTS PVT. LTD.

Narayan Saha

Director/Authorised Signatory **PIYUSHMANYATA PROJECTS PVT. LTD.**

Narayan Saha

Director/Authorised Signatory

SIGNATURE OF THE  
**DEVELOPER**

**Drafted by:**

Subhasis Das Gupta

Subhasis Das Gupta,  
Advocate,  
Alipore Judges' Court,  
Kolkata : 700027

**RECEIVED** a sum of Rs. 3,00,000/- (Rupees Three Lac) only out of the total sum of Rs. 6,00,000/- (Rupees Six Lac) only from the Developer as per agreement

**MEMO OF CONSIDERATION**

	By Fund Transfer in the name of the Owner	Rs. 3,00,000/-
	Total	Rs. 3,00,000/-

(Total Rupees Three Lac) only.

**SIGNED, SEALED & DELIVERED** at

Kolkata in the presence of:

**WITNESSES:**

1. Subhasis  
Das Gupta  
Alipore Juban  
Court, Kolkata

Rajendra Ch. Saha  
Raj Ch. Saha  
Keshab Chandre Saha  
Gopal Saha  
Sanjit Saha  
Subhjit Saha

Madhab Chandre Saha

SIGNATURE OF THE LAND  
OWNERS

2. Pintu Auldan  
Alipore Police Court  
Kolkata

Thumb Index Finger Middle Finger Ring Finger Little Finger



Left Hand



Right Hand



NAME : SRI RABINDRA CHANDRA SAHA

Signature : Rabindra Ch. Saha



Left Hand



Right Hand



NAME : SRI BIJAY CHANDRA SAHA

Signature : Bijay Ch. Saha



Left Hand



Right Hand



NAME : SRI MADHAB CHANDRA SAHA

Signature : Madhab chandra Saha



Thumb      Index Finger      Middle Finger      Ring Finger      Little Finger

Left Hand



Right Hand



NAME : SRI KESHAB CHANDRA SAHA

Signature :

*Keshab Chandra Saha*



Left Hand



Right Hand



NAME : SRI GOPAL SAHA

Signature :

*Gopal Saha*



Left Hand



Right Hand



NAME : SRI SANJIB SAHA

Signature :

*Sanjib Saha*