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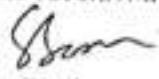


पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the above is a written
 Memorandum. The signature sheets and the
 attestation sheets attached with the
 document are the part of this document.


 District Sub-Register-II
 Alipore, South 24 Parganas

12 FEB 2024

THIS MEMORANDUM of DEVELOPMENT AGREEMENT made on
 this the 12th day of February, 2024 A.D.

BETWEEN

5806

06 FEB 2024

No.....Rs.500/- Date.....

Name :S. Chakrabarty

Address : Advocate
Alipur Judge's Court
Kolkata - 27

Vendor : Subhankar Das
Alipore Collectorate, 24 Parganas (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

5806 = 500/-



District Sub Registrar - B
Alipore, South 24 Parganas
12 FEB 2024

Soumitra Das.
S/O Mrityanjay Das.
Alipore Judges Court
Kolkata - 700027
Advocate.

1. **SRI ROHIT AGARWAL (PAN : AZZPA8914D), (AADHAAR NO : 8965-0325-6670), (MOBILE NO: 9330776017)** son of Sri Suresh Agarwal, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 369A, P.B.Road, P.O. Paschim Putiary, P.S. Behala, Kolkata : 700041, 2. **SRI CHANDRA ANAND SHARMA (PAN : CSXPS1795M) (AADHAAR NO : 4393-3512-9846) (MOBILE NO: 9038025257)** son of Sri Mahesh Sharma, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 54/A, Raja Ram Mohan Roy Road, P.O. Paschim Putiary, P.S. Behala, Kolkata : 700041, 3. **SRI BAIDYA NATH ADHIKARY (PAN : AUHPA2892D) (AADHAAR NO : 7358-9022-4872) (MOBILE NO: 9038395232)** son of Late Miru Adhikary, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 139, M.G. Road, P.O. Paschim Putiary, P.S. Haridevpur, Kolkata : 700041 hereinafter jointly and collectively called and referred to as '**THE OWNERS**' (which expression shall include and mean their respective heirs, executors, administrators legal representatives and assigns) of the **ONE PART**;

AND

SURESH AGARWAL HUF. (PAN : AAVHS4890P) a Karta of a firm, having its office at 369A, P.B. Road, P.O. Paschim Putiary, P.S. Behala, Kolkata : 700041 represented by its Proprietor **SRI SURESH AGARWAL (PAN : ADAPA8037G), (AADHAAR NO : 2424-4991-1041), (MOBILE NO : 9331011328)** son of Late Dwaraka Prasad

Agarwal, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 369A, P.B. Road, P.O. Paschim Putiary, P.S. Behala, Kolkata : 700041, hereinafter called and referred to as the '**DEVELOPER**' (which expression shall include its successors, Executors and assigns) of the **OTHER PART** ;

WHEREAS by a Deed of Conveyance dated 22nd April, 2021 one Sri Rohit Agarwal, Sri Chandra Anand Sharma and Sri Baidyanath Adhikary the owners herein of the One Part purchased **ALL THAT** land measuring 5 Cottahs 1 Chattack 6 sq.ft. together with R.T. Shed Structure measuring 100 sq.ft. being portion of C.S. Plot No. 532 thereafter recorded as Dag Nos 265, 264/ 532 under Khatian No. 801, R.S. No. 186, J.L. No. 11 under Touzi No. 35, 177, 411, of Mouza : Surity, being K.M.C. Premises No. 753, Pashupati Bhattacharjee Road, P.S. Behala, Kolkata-700041 within the Kolkata Municipal Corporation Ward No. 121 from Arun Kumar Das, Smt. Lakshmi Das, Smt. Anurupa Chakraborty, Sri Rajendra Nath Bhar, Smt. Piu Bhar and Ananya Bhar duly registered in the office of A.D.S.R. Behala and the same is recorded in Book No.1, Volume No. 1607-2021, pages from 225836 to 225901, Being No. 160706170 for the year 2021.

AND WHEREAS by another Deed of Conveyance dated 7th October, 2021 the said owners Sri Rohit Agarwal, Sri Chandra Anand Sharma and Sri Baidyanath Adhikary of the One Part purchased adjacent premises being Premises No. 797, Pashupati Bhattacharjee Road i.e.

ALL THAT land measuring 2 Cottahs 11 Chattack 34 sq.ft. together with R.T. Structure measuring 100 sq.ft. being portion of Dag No 265, under Jamindar Khatian No. 206 (Ka), 225(Kha) and 286(Ga), Praja Khatian No. 365, R.S. No. 186, under Touzi No. 35, 177, 411, J.L. No. 11 of Mouza : Sirity, being K.M.C. Premises No. 797, Pashupati Bhattacharjee Road, P.S. Behala, Kolkata-700041 within the Kolkata Municipal Corporation Ward No. 121 from Smt. Gita Gupta alias Das duly registered in the office of A.D.S.R. Behala and the same is recorded in Book No.1, Volume No. 1607-2021 at Pages from 511849 to 511897 , Being No. 160713806 for the year 2021.

AND WHEREAS due to wrong entry in respect of Dag & Khatian no.s of the afore said properties in the said Deeds and said wrong entries are being rectified by the vendors of the said deeds by two separate Deed of Declaration dated 23rd March, 2022 duly registered in the office of A.D.S.R. Behala and recorded in Book No.1, Volume No. 1607-2022 at Pages from 162180 to 162193, Being No. 160704456 for the year 2022 and Book No.1, Volume No. 1607-2022 at Pages from 164156 to 164167, Being No. 160704457 for the year 2022 ;

AND WHEREAS being absolute owners of the said adjacent two properties being Premises No. 753, Pashupati Bhattacharjee Road and Premises No. 797, Pashupati Bhattacharjee Road, Kolkata : 700041 by virtue of the aforesaid Deed of Conveyances and rectified by Declaration deeds said Sri Rohit Agarwal, Sri Chandra Anand Sharma

and Sri Baidyanath Adhikary the owners herein mutated their names with the Kolkata Municipal Corporation in respect of the said adjacent two properties and after amalgamation of the said two premises renumbered as Premises No. 797A, Pashupati Bhattacharjee Road being Assessee No. 411211315070 within the K.M.C. Ward No. 121, Kolkata : 700041.

AND WHEREAS while thus well seized and possessed by the Owners herein of the said Premises No. 797A, Pashupati Bhattacharjee Road i.e. **ALL THAT** land measuring 2 Cottahs 11 Chhattack 34 sq.ft. together with R.T. Shed Structure measuring 100 sq.ft. now known as 797A, Pashupati Bhattacharjee Road said owners sold, transferred and assigned **ALL THAT** land measuring an area of 5 Chittacks 38 sq. feet together with R.T. Shed Structure measuring 100 sq.ft. out of the said land by a Deed of Conveyance dated 31st March, 2023 in favour of Smt. Chandana Adhikary wife of Sri Baidyanath Adhikary duly registered in the office of D.S.R.II, Alipore, South 24 Parganas and recorded in Book No : 1, Volume No : 1602-2023, Page from 166708 to 166729, Being No : 160204672 for the year 2023.

AND WHEREAS now the owners of the One Part herein having seized and possessed **ALL THAT** land measuring an area of **7 Cottahs 7 Chhattack 02 sq. ft.** of the said Premises No. 797A, Pashupati Bhattacharjee Road are desirous to develop the said premises by constructing a new multi-storeyed residential building thereon and

are in search of a good reputed developer at Kolkata for the said purpose;

AND WHEREAS the Developer of the Other Part herein approached the owners and proposed to develop the said premises by constructing a multi-storeyed residential building consisting of self contained flats/units by obtaining sanctioned building Plan at its own cost and agreed to take all responsibility for and towards the completion of the said building in all respects;

AND WHEREAS the Owners herein accepted the proposal of the Developer and agreed to enter into a Development Agreement for promoting and developing the said Premises No. 797A, Pashupati Bhattacharjee Road, P.S. Behala, Kolkata : 700041 morefully and specifically described in the First Schedule below and both the owners and developer mutually settled the terms and conditions of the promotion and development as recorded hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

ARTICLE - 1
DEFINATIONS

A. In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows :

i) **"The OWNERS"** shall mean the owners above named and their respective heirs, executors, administrators, successors, legal representatives, nominees and assigns.

ii) **"THE DEVELOPER/CONTRACTOR"** shall mean the Developer/Contractor abovenamed and its Proprietor for the time being its administrators, successors-in-office, legal representatives.

iii) **"THE PREMISES"** shall mean All That Municipal 797A, Pashupati Bhattacharjee Road, P.S. Behala, Kolkata-700041 within the Kolkata Municipal Corporation Ward No. 121, morefully described in the **FIRST SCHEDULE** hereunder written on which the new proposed building is being constructed as per the sanctioned building plan as to be sanctioned by the Kolkata Municipal Corporation.

iv) **"THE LAND"** shall mean the land admeasuring **7 Cottahs 7 Chatack 02 sq. ft.** in Municipal Premises No. 797A, Pashupati Bhattacharjee Road, P.S. Behala, Kolkata-700041 as morefully described in the **FIRST SCHEDULE** hereunder written on which the new proposed building is to be constructed as per the proposed sanctioned building plan, as to be sanctioned by the Kolkata Municipal Corporation.

v) The words **"UNDIVIDED SHARE IN THE LAND"** shall mean all that undivided share of land being undivided importable, indivisible share or interest in the total land being **7 Cottahs 7 Chatack 02 sq. ft.** more or less comprised in the entirety of the premises more fully described in the **SECOND SCHEDULE** hereunder written.

vi) **"ARCHITECT AND ENGINEER"** shall mean any such qualified person or persons or firm of Architects/Engineers whom the Developer/Contractor may, from time to time no make & appoint as Architect and Engineer for the said premises by the

Developer/Contractor for the purpose of construction of the said premises at his/their cost and expenses.

vii) **"THE BUILDING PLAN"** shall mean the map or plan for the construction of the proposed building and other structures as to be sanctioned or as to be modified and/or revised by the Kolkata Municipal Corporation or revised modified building plan as to be sanctioned in respect of the premises and shall also wherever the context permits, include such plans modified or revised, drawings, designs, elevations and specifications as are prepared by the Architect/Engineer including variations/modifications therein if any.

viii) **"THE NEW BUILDING"** shall mean the proposed (G+4) building to be constructed on the said premises by the Developer/Contractor in pursuance hereof on the land described hereinabove as per sanction plan.

ix) **"The CONSTRUCTIONAL HABITABLE AREA"** herein shall mean the habitable areas, from Ground floor to 4th floor as to be sanctioned in the proposed building or lobbies, staircase, etc. appurtenant thereto but excluding the roof and the car parking and open and covered areas of the ground floor.

x) **"The OWNERS' ALLOCATION"** shall mean 50% of the total habitable built up area out of total proposed habitable sanctioned area to be comprised in the Ground floor to 4th floor complete in all respect along with 50% of open/covered car parking space (L.M.V) & office space if any in the ground floor together with proportionate undivided share in all open area, stair case, underground/ overhead tank/ septic tank/security guard room etc.

xi) "The DEVELOPER'S/CONTRACTOR'S ALLOCATION" shall mean All that the 50% remaining constructed area in the Ground to 4th floor along with all the remaining open/covered Car parking space, Storage space, Utility space, Office space, ultimate roof, etc. (save and except the area as allocated to Owners', as part of owners' allocation) in the proposed new building and sale proceeds thereof, together with undivided proportionate share in the land and the common portions of the building after providing the Owners allocation as mentioned herein above.

xii) "COMMON EXPENSES" shall mean and include all expenses to be incurred by the Owners & Developer/Contractor or other unit holder of the habitable flat for the management and maintenance of the Building and the premises after obtaining possession of respective units.

xiii) "COMMON PORTIONS, FACILITIES &AMENITIES" shall mean all the common areas and installations comprised in the new building and the premises after the development including staircases, lobbies, passages, path ways, boundary walls main or other gates, underground reservoir, over head tank, septic tank, sewerage, soil lines, Common lightings of the premises including staircases etc. electric line, pump, and motors of the building etc as required for the maintenance and/or management of the building.

xiv) "SALEABLE SPACE" shall mean the space in the building and car parking area that is available for independent use and occupation after making due provision for Owner's allocation and the, facilities and amenities.

B. THE OWNERS' HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS:

- i) That the Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises mentioned herein above.
- ii) That the right title and the interest of the Owners in the said premises mentioned herein above, is free from all encumbrances and Owner have a marketable title to the same.
- iii) That the Owners have not received any notice for acquisition or requisition of the said premises mentioned herein above or any part of portion thereof under any of laws for the time being in force.
- iv) Neither the premises nor any part thereof has been attached under any decree or order of any court of law or due to income tax, revenue or any other Public Demand.
- v) That the Owners individually shall not entered into any Agreement for sale, lease, Development of the said premises mentioned herein above or any part or portion thereof.
- vi) That the Owners are fully and sufficiently entitled to deal with, contractor/ developer and/or disposed off proportionate share of the said premises mentioned herein above and thus enter into this agreement.
- vii) If required the Owners shall assist the Developer/Contractor in obtaining any permission for the completion & transfer of the Developer's/Contractor's allocated areas in favour of the Developer/contractor and/or its nominees and/or otherwise in fulfilling their other obligations hereunder at the cost of Developer or his nominee.

ARTICLE - II
COMMENCEMENT

2.1 This agreement shall be in force from the date hereof and subsequently time may be extended during the duration of the "FORCE MEAJURE"

2.2 This agreement shall cease to operates only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developer/Contractor in the manner as provided herein, along with construction and delivery of possession of the Owner's allocation.

ARTICLE - III
OWNERS' RIGHT & REPRESENTATION

3.1 The owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises, and in possession & shall retain the same as absolute and grant license to Developer/Contractor for progress of the construction as per sanctioned plan to be obtained from the Kolkata Municipal Corporation with standard building materials and as per specifications as mentioned in Fourth Schedule hereto.

3.2 Save and except as herein before mentioned the said premises is free from all encumbrances and the owners have good marketable title in respect of the said premises.

3.3 The owners shall deliver or hand over all relevant original/certified/attested copies and all other documents relating to the said property which are in possession and control of the Owner at the time of execution of these presents to the developer or the Owner shall supply all originals and all other relating documents regarding the said property as and when required by the developer/Contractor.

ARTICLE - IV
DEVELOPER'S RIGHT & REPRESENTATION

4.1 The Owners hereby grant license subject to what has been herein under provided exclusive right to the Contractor/Developer to develop their premises and construct building at the said premises in accordance with the new plan or plans as to be sanctioned by the Kolkata Municipal Corporation and/or by other appropriate authority with or without any amendment and/or modification.

4.2 All applications, plans and other papers and documents as may be required by the developer for obtaining necessary sanctioned plan/revised plan from the Kolkata Municipal Corporation, shall be prepared and submitted by the Developer/Contractor on behalf of the Owners shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer/Contractor shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises.

4.3 It is certified that the plan will be got sanction with respect to the entirety of the premises described under the First Schedule hereto in such a manner that the new building will be constructed only on the land described under the First Schedule hereto.

ARTICLE - V
DEVELOPER'S OBLIGATIONS

5.1 That the Developer shall be complete the proposed building within 24 (Twenty Four) months from the date of these presents and the above time limit unless extended by mutual consent and subject to Force majeure, shall be the essence of Contract.

5.2 The Developer/Contractor shall use and/or cause to be used such standard building materials as shall be specified by the licensed building Surveyor or registered Architect of the building.

5.3 The building shall be, constructed and completed by the Developer/Contractor shall consist of the specification provided in the Fourth Schedule hereunder written and all Flats/Units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings and facilities.

5.4 The Developer/Contractor shall construct and complete the building under its direct supervision and control with the best workmanship and like manner shall comply with all building rules and statutory stipulations of KMC as applicable. In the event the Developer/Contractor assigns or sub-contracts any part of the work, it shall ensure incorporating the above restrictions and compulsory stipulation for record and full compliance. Notwithstanding anything stated above, the Developer/Contractor shall remain responsible and liable for fulfillment of the terms and obligations contained herein.

5.5 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever manner that are required for erection, construction and completion of the said building in all respects including all materials, fittings and fixtures as well as connection of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer/Contractor and the Owners have no responsibility and/or liability towards payments of any dues, liabilities, costs, doubts, it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective flats/units shall be borne by the concerned Unit Owner along with proportionate shares towards main electrical service and the Developer/Contractor and the land owners shall have no financial responsibilities for the same.

5.6 The Developer/Contractor shall be responsible and liable for payments of and/or meeting all costs, charges, fees, levies, and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality. Under no circumstances the Owners shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer/Contractor or to any other portions or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or any other or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer/Contractor. The Developer/Contractor shall at its own costs and expenses, of standard building materials ensure the progress of, construction and ultimate completion of the building within the time specified herein.

5.7 While dealing with and/or entering into any agreements and/or dealing with commitments relating to the flats/units and car parking spaces of the proposed building or any part thereof, the Developer/Contractor shall fully comply with observe, fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of the restrictive condition and covenants contained herein, save and provided herein after, the Owners shall not be responsible or liable for any commitments that may be made by the Developer/Contractor.

5.8 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person/ persons or property of or any loss of life, the Developer/Contractor shall be solely liable and responsible for the same and the consequences.

5.9 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever

definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the owners have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever for smooth/speedy progress of the development work and if required the Owners shall also appoint supervisor or employees or labours from their end and in such situation the developers shall not be responsible to pay the remuneration or fees to the said supervisor/labours /employees engaged by the Owners.

5.10 The Developer/Contractor shall be duty bound to complete the building in all respect as well as common areas and facilities and make the same fully habitable for use as per law within the said 24 (Twenty Four) months from the date of these presents or within the time as agreed upon which unless prevented by Force Majeure reasons at the said premises without default or deviation, save and except for the reasons mentioned hereinabove.

5.11 The Developer shall obtain the Completion Certificate from the concerned authority of the new building and after obtaining the same shall serve a copy of the same to the owners within 15 days from the date of receipt of the same.

ARTICLE-VI **OWNERS' OBLIGATIONS**

6.1 The Owners themselves or through their Constituted Attorney shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent, sanction or license required under the law in connection with or relating to or arising out of

construction/erection and completion of the said building or as may be required from time to time in accordance with law.

6.2 To provide the Developer/Contractor with appropriate power which is to be registered, under section 32 to 35 of the Indian Registration Act as are or may be required in connection with sanction, construction, erection, completion of the newly proposed building and to appear for and represent the Owners before all concerned authorities and to make sign and execute application, declarations and other relevant papers and documents to appropriate authorities of building materials and/or for temporary and permanent connection of water, sewerages and electrically or as may require from time to time in accordance with law and/or otherwise concerning negotiations for transfer of Flats/ Units to the intending Purchasers thereof and all cost and expenses in that respect shall be borne by the Developer/Contractor and in this respect the Owner hereby appoint SRI SURESH AGARWAL, HUF, the Developer/ Contractor herein as this Attorney to do all the acts, deeds and things for completion of the newly proposed building at the aforesaid premises.

ARTICLE-VII

7.1 That the Developer shall pay at the time of signing of these presents an amount of **Rs.1,00,000/- (Rupees One Lakh only)** in favour of the Owners and **Rs. 29,00,000/-** shall be paid within 30 days from the date of execution of these presents which shall be adjusted at the of time of delivery/handing over the owners allocation to them by the Developer after completion of the proposed building.

7.2 That after obtaining the sanctioned plan of the proposed building if the parties are required for specific allotment in respect of their share then the parties shall enter into a supplementary agreement which shall be a piece, parcel and part of these agreement.

7.3 That the consideration or sale price of the Flats/Units and/or garage space/utility spaces/ roof etc. of the proposed building shall be divided equally in between the Owners and Developer herein.

7.4 That it is also agreed by the parties herein that the Developer shall be responsible to charge the GST if any arising out of the sale proceeds of the Flat/Unit and/or garage space/office space/utility spaces/ roof etc from the intending purchasers of both the allocations of the owners and developer of the proposed building and the said GST shall be paid by the Developer to the GST department on behalf of both the owners and developer.

7.5 It is clarified, agreed and accepted between the parties hereto that the Owners shall approve the draft copy of deed of conveyance or conveyances to be executed in favour of the intending purchaser/purchasers in respect of the Flats/Units and/or garage space/utility spaces / roof etc of the proposed building mentioned hereinabove prior to the registration of the same before the Registration Authority.

7.6 If any dispute arise in between the parties herein in respect of their allocation in the proposed building, in such situation the allocation shall be settled by the parties amicably by executing a Supplementary Agreement and the said Supplementary Agreement shall be the treated as part of the this Agreement.

ARTICLE - VIII
COMMON OBLIGATIONS

8.1 On and from the date of completion of the building in accordance with law, the Owners as well as the Developer/Contractor and/or its nominees shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default.

a. To pay punctually and regularly for their respective shares all rates, taxes, levies, fees, charges, impositions and outgoings to the concerned authorities.

b. To pay punctually and regularly for their respective proportionate part of share of service charges for the common areas and facilities and until formation of building Flat Owner Association.

8.2 That the Developer or the Owner, individually shall not enter into any Agreement for Sale or Sale Deed with any party/parties in respect of any portion or portions of the proposed building.

ARTICLE -IX
MISCELLANEOUS

9.1 This agreement shall always be treated as an agreement by and between "Principal" to "Principal". The Owners and the Developer/Contractor have entered into this agreement purely as a Contract and nothing contained herein shall be deemed to construed or constitute as Partnership between the Owners and the Developer/Contractor or an Association of persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer/Contractor by the Owners or as creating any right title or interest in respect thereof in favour of the Developer/Contractor other than an exclusive permission and right in favour of the

Developer/Contractor to develop the same there under subject to the terms and conditions of these presents.

9.2 In case in future any defect or lacuna in the title of the Owners are found or any outstanding or liability in respect of the premises pertaining period prior to the date of this agreement is found, in such event, without prejudice to the Developer's other rights herein and/or under the law the Developer/Contractor at his absolute discretion shall have the following option :-

a. To cancel the agreement and claim refund of all amounts paid or cause to be paid and incurred by the Developer/Contractor interims hereof together with all amounts spent by the Developer in pursuance of these presents.

9.3 The Owners shall provide all required power authorities unto and in favour of the Developer/Contractor as and when the same is or are required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owners and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof for smooth construction of the proposed building.

9.4 It is clarified that all work of development shall done by the Developer/Contractor at its own costs and expenses but for and on behalf of himself and/or his nominee/nominees in respect of the Developers/Contractors area for and on behalf of the Owner in respect of the Owner area. The Owners company shall appoint Supervisor and other people to supervise and to check the construction work time to time for their satisfaction and the remuneration for such work shall be borne by the Owners only.

9.5 The consideration for the purpose herein shall be the construction costs of the Owners area to be incurred by the Developer/Contractor and any further amounts if any hereunder.

9.6 All Municipal taxes and other outgoings in respect of the said premises till the time of execution of this development agreement shall be borne and paid by the Owners and thereafter shall be borne by the Developer/Contractor. At the expiry of 30(thirty) days from the date of completion of the building, the Developer/Contractor serves to the Owners, a notice of the completion of the building under the terms and conditions of this agreement, thereafter both parties shall be liable to pay the Municipal taxes and other liabilities in equal share.

9.7 Within six months of the completion of the project, the Owners with the help of the Developer will form as Association or body of Flat/Unit Owner to be formed for the maintenance and management of the premises and the cost of such formation and incidental thereto shall be borne by the Owners and the Developer/Contractor and/or their respective nominees proportionately.

9.8 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer/Contractor and the cost thereof would be borne and paid by the Owners and the Developer/Contractor or their respective nominees in their respective proportionate share. The rules and regulations for such management and maintenance shall be as may be duly agreed upon by the Owners herein and the Developer/Contractor.

9.9 Each party shall be responsible and liable for their respective share of taxes and impositions after distribution relating to their respective allocations after completion of the proposed building.

9.10 The certificate of the Architect relating to completion of construction/development and the costs incurred thereof shall be final.

9.11 The notice of completion issued by the Developer/Contractor by registered post or by such similar acceptable mode addressed to the Owners and sent to their last known address intimating that the proposed building has been completed as per terms of this agreement, is required to be served upon the Owners and duly acknowledged by the Owners will be treated as intimation for completion of the newly constructed building.

ARTICLE- X **FORCE MAJURE**

10.1 The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the FORCE MAJURE which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lockout, labour unrest and/or any other acts or commission beyond the control of the Developer/Contractor affected thereby and also non availability of essential materials like cement, steel etc and shall be suspended from the obligation during the duration of the FORCE MAJURE.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring **7(Seven) Cottahs**

7(Seven) Chattack 02 (Two) sq. ft. more or less together with R.T.

Shed structure measuring **100 sq.ft.** lying & situate at Mouza : Surity,

L.R. Dag Nos 264/977 & 265/989, L.R. Khatian No : 869 now Khatian

Nos : 2003, 2004 & 2005, being Municipal Premises No. 797A,

Pashupati Bhattacharjee Road, P.S. Behala, Kolkata : 700041, within

The K.M.C. Ward No. 121, being Assessee No : 411211315070, Dist :

South 24 Parganas and the property is butted and bounded by :

ON THE NORTH : By land of Dhanraj Burdwa (Dag No. 532);

ON THE SOUTH : By Pallybasi Club ;

ON THE EAST : By Dag No. 262 and land of Hiralal Jana(Dag
No. 264);

ON THE WEST : By 16 ft. wide KMC Road;

THE SECOND SCHEDULE ABOVE REFERRED TO
(Owners' Allocation)

All That 50% of the entire proposed building consisting of several residential flats/units, garage space/s, office space if constructed, stair, roof along with open and side spaces of the premises lying and situated at Premises No. 797A, Pashupati Bhattacharjee Road, P.S. Behala, Kolkata-700041.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Developers Allocation)

All That 50% of the entire proposed building consisting of several residential flats/units, garage space/s, office space if constructed,

stair, roof along with open and side spaces of the premises lying and situated at Premises No. 797A, Pashupati Bhattacharjee Road, P.S. Behala, Kolkata-700041.

THE FOURTH SCHEDULE ABOVE REFERRED TO

The building in general shall be constructed as per the sanction plan bye laws of Kolkata Municipal Corporation.

SCOPE OF WORK & AMENITIES INSIDE THE OWNER'S ALLOCATED FLATS:

1. **Building in General** : will be of R.C.C. structure as per sanction/specification of KMC.
2. **Brick Wall** : All outer wall 200/250mm and inside wall 75/125mm as per KMC sanction.
3. **Walls** : Cement plaster as per Building code.
4. **Staircase/Lobby** : To be laid in Grey Mosaic citu.
5. **Plaster of Paris** : Super white smooth plaster of Paris in all room.
6. **Flooring** : Half be laid with Marble White 2' x 2' or 1½ x 1½ or with ceramic tiles of 12"x12"/16"x16" size as to suit design. And balance area in pearl grey Mosaic citu with 2B Marble chips all through.
7. **Doors** : Sal wood frame (4' x 2½) with solid hot pressed flush single leaf doors (32mm) & all toilet doors & frames will of PVC MAKE, Main Door will be solid flush door with teak finished on outer side, with night latch, door stopper handle peep hole.
8. **Hardware** : All Stainless/M.S. hardware fittings will be fixed.
9. **Windows** : Aluminium sliding windows will be fixed.
10. **Kitchen** : 8'-0" long raised cooking platform alongwith sink with marble top and s.s.sink (black & green) with design ceramic tile upto 2½' ht. along the length of the platform will be provided.

11. Toilet/WC : White ceramic tile with scattered motifs upto door height.

12. Sanitary Wares : Shall be of Hindware/Nycer/Pary's/Cera make (white in colour).

13. Plumbing : Plumbing lines will be laid with conceal arrangement with oriplast pipes all fixtures viz. pan/commode, wash basin, cistern (PVC) shall be of standard white quality of Hindustan/Cera/Nyser make, Number of water taps to be provided as follows :-

Kitchen - 2 nos

Toilets - 1nos (3 in one) & two Bib cock, WC Shower.

14. Electric : Electrical line will be laid with conceal arrangement with "Anchor Brand" piano type switches. There shall be around 29 electrical points within the flat with ISI marked wire. All deposits towards the electrical supply common and individual to be shared proportionately and fully respectively.

Number of light, fan and points to be provided as follows :

POINT	LIGHT POINT	FAN POINT	PLUG
Liv/Din	3	2	2
Bed Rooms	2	1	1
Kitchen	2	1	1
Toilet	1 (Basin Light)	1	1
Balcony	1	-	-
Passage	1	-	-

alongwith Telephone Point, Cable Point etc.

15. Painting : Weather proof Cement Paint & Enamel Paint as required.

16. CCTV : Good quality of camera/s shall be installed in the important place/places of the proposed building.

IN WITNESSES WHEREOF the parties hereto set and subscribed their hands and seal on the day month and year first above written.

SIGNED SEALED AND DELIVERED

By the Owners' and Developer at Kolkata
in presence of :-

WITNESSES :

- 1) Sanjib Kr Chakraborty
Advocate
Alipore Judges Court
Kolkata : 700027.

Kolkata
Chandra Anand Sharma
Ba'dya h/1 Adh. bay
OWNERS

- 2) Soumitra Das.
Advocate
Alipore Judges Court
Kolkata - 700027

SURESH AGARWAL H.V.
22/2/2001
Karta
DEVELOPER

Drafted by :

Sanjib Kr Chakraborty
(Sanjib Kumar Chakraborty)
Advocate

Alipore Judges Court,
Kolkata- 700027.
WB- 31/ 2001

MEMO OF CONSIDERATION

RECEIVED by the within named party of the **ONE PART** a sum of **Rs 1,00,000/- (Rupees One Lakh) only** from the Developer as per memo below:

By Cash dated 12.02.2024

Rs. 1,00,000/-

Total : Rs. 1,00,000/-

(Rupees One Lakh only)

WITNESSES;

1. Sanjib Kr Chakraborty

2. Soumitra Das.

Rohit Jorwal
Chandra Anand Sharma
Baidya Mohd Adhikari

OWNERS

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name ROHIT AGARWAL

Signature Rohit Agarwal

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name CHANDRA ANAND SHARMA

Signature Chandra Anand Sharma

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name BAIDYA NATH ADHIKARY

Signature Baidya Nath Adhikary

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

Name SURESH AGARWAL

Signature Suresh Agarwal



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



110220242038012104

GRIPS Payment Detail

GRIPS Payment ID:	110220242038012104	Payment Init. Date:	11/02/2024 13:01:45
Total Amount:	10542	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	2844192304735	BRN Date:	11/02/2024 13:02:41
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr SANJIB KUMAR CHAKRABORTY
Mobile: 9830076375

Payment (GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240380121058	Directorate of Registration & Stamp Revenue	10542
Total			10542

IN WORDS: TEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192023240380121058

GRN Details

GRN:	192023240380121058	Payment Mode:	SBI Epay
GRN Date:	11/02/2024 13:01:45	Bank/Gateway:	SBIePay Payment Gateway
BRN :	2844192304735	BRN Date:	11/02/2024 13:02:41
Gateway Ref ID:	IGAQVOWLO3	Method:	State Bank of India NB
GRIPS Payment ID:	110220242038012104	Payment Init. Date:	11/02/2024 13:01:45
Payment Status:	Successful	Payment Ref. No:	2000283292/10/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr SANJIB KUMAR CHAKRABORTY
Address: 42B, RAJA SANTOSH ROAD, ALIPORE, KOLKATA - 700027
Mobile: 9830076375
Period From (dd/mm/yyyy): 11/02/2024
Period To (dd/mm/yyyy): 11/02/2024
Payment Ref ID: 2000283292/10/2024
Dept Ref ID/DRN: 2000283292/10/2024

Payment Details

Sl. No.	Payment Ref No.	Head of A/C Description	Head of A/C	Amount (₹)
1	2000283292/10/2024	Property Registration-Stamp duty	0030-02-103-003-02	9521
2	2000283292/10/2024	Property Registration- Registration Fees	0030-03-104-001-16	1021
Total				10542

IN WORDS: TEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.

PAID

Major Information of the Deed

Deed No	I-1602-02066/2024	Date of Registration	12/02/2024
Query No / Year	1602-2000283292/2024	Office where deed is registered	
Query Date	31/01/2024 10:04:19 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sanjib Kumar Chakraborty Thana : Chella, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830076375, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth Value	Rs. 50,25,000/-		
Market Value	Rs. 92,54,093/-		
Stamp Duty Paid (SD)	Rs. 10,021/- (Article:48(g))		
Registration Fee Paid	Rs. 1,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



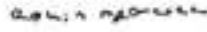


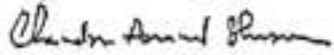


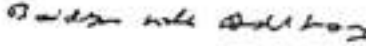
District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Pashupati Bhattacharjee Road, Road Zone : (Chanditola main road – B.L.Saha Rd.) , , Premises No: 797A, , Ward No: 121 Pin Code : 700041

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	7 Katha 7 Chatak 2 Sq Ft	50,00,000/-	92,27,768/-	Width of Approach Road: 16 Ft,
Grand Total :				12.2765Dec	50,00,000 /-	92,27,768 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq FL	25,000/-	26,325/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	25,000 /-	26,325 /-	

Lord Details :

Name, Address, Photo, Finger print and Signature			
Name	Photo	Finger Print	Signature
Mr Rohit Agarwal Son of Mr Suresh Agarwal Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 12/02/2024 ,Place : Office	 12/02/2024	 Captured LTI 12/02/2024	 12/02/2024
369A, Pashupati Bhattacharjee Road, City:- , P.O:- Paschim Putiary, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: azxxxxxx4d, Aadhaar No: 89xxxxxxxx6670, Status :Individual, Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 12/02/2024 ,Place : Office			
Name	Photo	Finger Print	Signature
Shri Chandra Anand Sharma Son of Shri Mahesh Sharma Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 12/02/2024 ,Place : Office	 12/02/2024	 Captured LTI 12/02/2024	 12/02/2024
Flat No: 54/a, Raja Ram Mohan Roy Road, City:- Not Specified, P.O:- Paschim Putiary, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: csxxxxxx5m, Aadhaar No: 43xxxxxxxx9846, Status :Individual, Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 12/02/2024 ,Place : Office			
Name	Photo	Finger Print	Signature
Shri Baidya Nath Adhikary Son of Late Miru Adhikary Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 12/02/2024 ,Place : Office	 12/02/2024	 Captured LTI 12/02/2024	 12/02/2024
139, Mahatma Gandhi Rd, City:- Not Specified, P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: auxxxxxx2d, Aadhaar No: 73xxxxxxxx4872, Status :Individual, Executed by: Self, Date of Execution: 12/02/2024 , Admitted by: Self, Date of Admission: 12/02/2024 ,Place : Office			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Rohit Agarwal	SURESH AGARWAL HUF-4.09215 Dec
2	Shri Chandra Anand Sharma	SURESH AGARWAL HUF-4.09215 Dec
3	Shri Baidya Nath Adhikary	SURESH AGARWAL HUF-4.09215 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Rohit Agarwal	SURESH AGARWAL HUF-33.33333300 Sq Ft
2	Shri Chandra Anand Sharma	SURESH AGARWAL HUF-33.33333300 Sq Ft
3	Shri Baidya Nath Adhikary	SURESH AGARWAL HUF-33.33333300 Sq Ft

Endorsement For Deed Number : I - 160202066 / 2024

On 12-02-2024

Certificate of Admissibility (Rule 13, W.B. Registration Rules, 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 12:46 hrs on 12-02-2024, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Shri Suresh Agarwal .

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 92,54,093/-

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

Execution is admitted on 12/02/2024 by 1. Mr Rohit Agarwal, Son of Mr Suresh Agarwal, 369A, Road: Pashupati Bhattacharjee Road, , P.O: Paschim Putiary, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by Profession Business, 2. Shri Chandra Anand Sharma, Son of Shri Mahesh Sharma, Flat No: 54/a, Road: Raja Ram Mohan Roy Road, , P.O: Paschim Putiary, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by Profession Business, 3. Shri Baidya Nath Adhikary, Son of Late Miru Adhikary, 139, Road: Mahatma Gandhi Rd, , P.O: Paschim Putiary, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by Profession Business

Identified by Shri Soumitra Das, , Son of Shri Mrityunjay Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 12-02-2024 by Shri Suresh Agarwal, proprietor, SURESH AGARWAL HUF (HUF), 369A, Pashupati Bhattacharjee Road, City:- , P.O:- PASCHIM PUTIARY, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Identified by Shri Soumitra Das, , Son of Shri Mrityunjay Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,053.00/- (B = Rs 1,000.00/- , E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/02/2024 1:02PM with Govt. Ref. No: 192023240380121058 on 11-02-2024, Amount Rs: 1,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 2844192304735 on 11-02-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 9,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 586159, Amount: Rs.500.00/-, Date of Purchase: 06/02/2024, Vendor name: SUBHANKAR DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/02/2024 1:02PM with Govt. Ref. No: 192023240380121058 on 11-02-2024, Amount Rs: 9,521/-, Bank: SBI EPay (SBIEPay), Ref. No. 2844192304735 on 11-02-2024, Head of Account 0030-02-103-003-02

Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 73621 to 73657

being No 160202066 for the year 2024.



Suman

Digitally signed by Suman Basu
Date: 2024.02.16 13:44:45 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 16/02/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS
West Bengal.