

2092/18

22.12.2018

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 112308

21.6.18  
F 960526/18  
Dev Agent  
PC

PC  
21/06/18

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT made this the 21<sup>st</sup> day of June, Two Thousand Eighteen (2018 A.D.)

**BETWEEN**

Contd.....P/2.

36351

B. K. Datta Adv.  
High Court  
Cdr 1

5000  
 15 JUN 2018  
 SURANJAN MUKHERJEE  
 Licensed Stamp Vendor  
 C. C. Court  
 24, 2, K. S. Roy Road, KOL-1

15 JUN 2018



Arijit Kumar Datta  
 Advocate  
 70 Late Rabindranath Datta  
 8 Old Post Office St,  
 13 Khatu - 755001  
 NB/234/72.

AK  
 [ ]



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201819-025102792-1

GRN Date: 20/06/2018 22:27:23

BRN: IK00QKEDI4

Bank: State Bank of India

Payment Mode

Online Payment

BRN Date: 20/06/2018 22:28:13

DEPOSITOR'S DETAILS

Name :

SIRSHENDU BIKASH PAL

Id No. : 19021000160526/3/2018

[Query No./Query Year]

Contact No. :

Mobile No. : +91 9883193910

E-mail :

Address :

8 OLD POST OFFICE STREET KOL1

Applicant Name :

Mr BIJAY KRISHNA DATTA

Office Name :

Office Address :

Status of Depositor :

Advocate

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement  
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	19021000160526/3/2018	Property Registration- Stamp duty	0030-02-103-003-02	5021
2	19021000160526/3/2018	Property Registration- Registration Fees	0030-03-104-001-16	521
In Words : Rupees Five Thousand Five Hundred Forty Two only			Total	5542

(1) SRI DILIP KUMAR SADHUKHAN (PAN:BFMPS2476C) son of Late Madan Mohan Sadhukhan, by Nationality Indian, by faith Hindu, by occupation business, residing at 7, Peary Mohan Sur Lane, Kolkata-700006, P.O. Beadon Street, P.S. Burtolla and (2) SRI KAMAL KUMAR SADHUKHAN (PAN: BHWPS1534B) son of Late Madan Mohan Sadhukhan, by Nationality Indian, by faith Hindu, by occupation business, residing at 7, Peary Mohan Sur Lane, Kolkata-700006, P.O. Beadon Street, P.S. Burtolla, hereinafter called and referred to as the "LANDOWNERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

A N D

"M/S. TARAA REALTY & CONSTRUCTION" a Sole Proprietorship firm having its registered office at 12A, Hemendra Sen Street, (2<sup>nd</sup> floor) Kolkata-700006, P.S. Burtolla, P.O. Beadon Street, represented through its owner SRI INDRAJIT MAZUMDER (PAN NO.AJXPM9468J) son of Late Mrinal Kanti Mazumdar, by Nationality Indian, by faith Hindu, by occupation business, residing at Premises No.1/B, Tarak Chatterjee Lane, Kolkata-700005, Police Station Burtolla, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless be excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, lawful entity holders, administrators, legal representatives, and assigns) of the SECOND PART.

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WHEREAS by virtue of a registered Deed of Conveyance dated 30<sup>th</sup> day of January, 1895 which was registered in the office of the Calcutta Registry Office and recorded in Book No.I, Volume No.59, Pages from 22 to 28, being No.353 for the year 1895, the then owner Mati Lall Dass sold conveyed and transferred his right title and interest in respect of the property All That the two storied brick built dwelling house and premises togetherwith the piece and parcel of land measuring about 2 cottahs 14.5 chittacks be the same a little more or less situated and lying at Premises No.7, Peary Mohan Sur Lane, in the town of Calcutta, in favour of Lakhy Narayan Sadhukhan since deceased.

AND WHEREAS after the demise of said Lakhy Narayan Sadhukhan his son and only legal heir TARAK CHANDRA SADHUKHAN was become the sole and absolute owner of the properties including the Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, P.S. Beadon Street, within the limits of Kolkata Municipal Corporation under Ward No.16, District Kolkata and thus seized possessed of and/or well sufficiently entitled to the said properties under his control and supervision absolutely.

AND WHEREAS subsequently during the life time, said Tarak Chandra Sadhukhan son of Late Lakhy Narayan Sadhukhan executed and/or published his last WILL and Testament dated 18.01.1956 and the said WILL was registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No.III, Volume No.1, Pages from 71 to 74, being No.12, for the year 1956 and by executing the said WILL the said Tarak Chandra Sadhukhan made provisions regarding his all properties including the Premises No.7, Peary Mohan Sur Lane, Kolkata-700006 and appolinted the executors namely Sri Balai Chandra Das, Sri Madan Mohan Sadhukhan and Sri Ram Lal Sadhukhan.

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AND WHEREAS thereafter the said Tarak Chandra Sadhukhan died testate on 13<sup>th</sup> day of December, 1956 left by his said Last WILL and Testament and according to the provision of the said WILL, the executors Balai Chandra Das, Madan Mohan Sadhukhan and Ram Lal Sadhukhan applied an application for obtaining the Probate of the said WILL of Tarak Chandra Sadhukhan since deceased before the Ld. District Judge at Alipore, vide Act39, Case No.16 of 1956 and accordingly the Ld. District Judge, Alipore granted the Probate of the said WILL of Late Tarak Chandra Sadhukhan dated 15<sup>th</sup> day of January, 1957.

AND WHEREAS the said Tarak Chandra Sadhukhan gave, devised and bequeathed his properties including the Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla in favour of the son/sons of Madan Mohan Sadhukhan absolutely and the life interest of said Madan Mohan Sadhukhan since deceased and Tarulata Dassi since deceased.

AND WHEREAS thereafter the said Tarulata Dassi alias Tarulata Sadhukhan died on 30.01.2015 and Madan Mohan Sadhukhan, also died intestate on 27.01.2015 leaving behind his only two sons namely Sri Dilip Kumar Sadhukhan and Sri Kamal Kumar Sadhukhan and there are no sons of the said Madan Mohan Sadhukhan since deceased and Radharani Sadhukhan wife of Late Madan Mohan Sadhukhan also died on 20.05.2016.

AND WHEREAS according to the provision of the said WILL of Tarak Chandra Sadhukhan since deceased, the above named Sri Dilip Kumar Sadhukhan and Sri Kamal Kumar Sadhukhan both sons of Late Madan Mohan Sadhukhan, being beneficiary became the joint owners of the property

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being Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, within the limits of Kolkata Municipal Corporation under Ward No.16, District Kolkata, morefully and particularly described in the Schedule "A" hereunder and hereinafter referred to as the said "PROPERTY".

AND WHEREAS since then the said Sri Dilip Kumar Sadhukhan and Sri Kamal Kumar Sadhukhan, being the legatees of Madan Mohan Sadhukhan, became the joint owners of the entire property ALL THAT the two storied brick built dwelling house and premises togetherwith the piece and parcel of land thereunto belonging and on part where of the same is erected and built containing an area of 02 Cottah and 14.5 chittacks more or less situated and lying at Municipal Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, within the limits of Kolkata Municipal Corporation under Ward No.16, District Kolkata, morefully and particularly described in the Schedule "A" hereunder and hereinafter referred to as the said "PROPERTY".

AND WHEREAS thereafter the said Sri Dilip Kumar Sadhukhan and Sri Kamal Kumar Sadhukhan mutated their names in the record of the Kolkata Municipal Corporaiton under Ward No.016.

AND WHEREAS the owners thus seized possessed and/or well sufficiently entitled to the said property, described in the First Schedule hereunder, and they are unable to maintain the entire property which is fully repairable, but the shortage of fund they are not able to spend the money for repairing the entire property.

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AND WHEREAS now the owners herein intend to develop their said property, described in the first schedule hereunder and to construct a new building by demolishing the existing building situated at and being Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, within the limits of Kolkata Municipal Corporation under Ward No.016, District Kolkata, but owing to lack of experience as well as fund, the present owners are unable to develop the said property, mentioned in the first schedule hereunder written.

AND WHEREAS having come to know the intention of the Owners/First Party herein, the Developer herein, contacted with the Owners/First Party and requested the Owners/First party to allow to develop the said property situated and lying at and being Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, morefully and particularly described in the First Schedule hereunder, as desired by the Owners/First party by constructing the proposed building in accordance with the sanctioned plan at its own arrangement and expenses.

AND WHEREAS thus the said Owners/first party offered the aforesaid Developer concern and the said Developer concern has agreed to construct a new building under the said plot of land situated and lying at and being Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, by demolishing the existing structure situated thereon and constructed new building thereon, at the cost and expenses of the developer in accordance with specification of sanction building plan.

AND WHEREAS the Owners, the party of first part herein have agreed and allowed the Developer to develop the said premises situated and lying at and being Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, morefully and particularly described in the First Schedule hereunder, on the terms and conditions hereinafter contained.

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**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO** the following terms and conditions.

**1. DEFINITIONS:**

1.1 The Landowners mean the said (1) **SRI DILIP KUMAR SADHUKHAN** son of Late Madan Mohan Sadhukhan, and (2) **SRI KAMAL KUMAR SADHUKHAN** son of Late Madan Mohan Sadhukhan, both of 7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, party of the first part herein and their heirs, executors, administrators, legal representatives and assigns.

1.2 The Developer mean "**M/S. TARA REALTY & CONSTRUCTION**" a Sole Proprietorship firm having its registered office at 12A, Hemendra Sen Street, (2<sup>nd</sup> floor) Kolkata-700006, P.S. Burtolla, P.O. Beadon Street, represented through its owner **SRI INDRAJIT MAZUMDER** (PAN NO.AJXPM9468J) son of Late Mrinal Kanti Mazumdar, by Nationality Indian, by faith Hindu, by occupation business, residing at Premises No.1/B, Tarak Chatterjee Lane, Kolkata-700005, Police Station Burtolla and his heirs, legal representatives and nominees and assigns.

1.3 The Title Deed means all the original documents of title relating to the said premises shall be handed over to the Developer at the time of execution of this Agreement.

1.4 The existing Premises mean to **ALL THAT** two storied brick built messuage or dwelling house togetherwith the piece or parcel of land thereunto belonging and on part whereof the same is erected and building containing the land measuring about 02 Cottah and 14.5 Chittacks more or less, which is situated and lying at Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, within the limits of Kolkata Municipal Corporation under Ward

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No.016, District Kolkata, together with all rights of easements facilities and amenities annexed thereto morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the said "**PROPERTY**".

1.5 The New Building mean a residential building to be constructed on the said premises as per sanctioned plan by the Kolkata Municipal Corporation and any further floors/area to be sanctioned by the said corporation.

1.6 The Common facilities and amenities Shall include corridors, hall ways, stair ways, passage way, drive ways, common lavatories, pump space, underground water reservoir, overhead water tank, lifts, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the said building and land there under or mutually agreed upon by the Owner/first party of units/flats.

1.7 The Saleable area mean units/floors/flats/car parking spaces in the new building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.8 **LAND OWNERS/VENDORS'S ALLOCATION**

Irrespective of increase or decrease of FAR on sanction of plan/plans, and irrespective of increase or decrease of area on physical measurement of the subject land under Development, the Land Owners/first party shall be entitled to get **50% of the total FAR of G+ 3 storied** (out of their allocation the owners shall get 50% on the Ground floor Southern portion , entire first floor and 50% of 3<sup>rd</sup> floor Northern portion) and authorized the Developer to Deliver individual undivided allocation of the Land/Owners/Vendors, to which parties of all part herein agreed and accepted without having any claim or grievance

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whatsoever against each other in future or against the Developer, subject to sanction of the building plan from KMC as per prevailing KMC building as well as relation. The Tenants' accommodation shall be provided from the owners' allocation.

AND

If the building shall be sanctioned straight 3 storied then, the owner shall get entire second floor and 50% of ground floor of the new building.

The Developer shall pay a sum of Rs.50,000/= (Rupees fifty thousand only) to the owner Sri Dilip Kumar Sadhukhan on account of interest free refundable security money, at the time of shifting and the said security money shall be refunded as and when the Developer shall handover his allocation.

AND

The Developer with his own cost shall arrange a suitable accommodation for the owner Sri Dilip Kumar Sadhukhan during the period of construction of building and till the date of handover the owner's allocation in the new building. The Developer shall pay all necessary rent, salami or advance for the temporary accommodation of the said owner Sri Dilip Kumar Sadhukhan.

The Developer shall pay to the owner Sri Kamal Kumar Sadhukhan a sum of Rs.12,000/= (Rupees twelve thousand only) in lieu of his accommodation charges for shifting within 5<sup>th</sup> of every current month on and from the month of shifting of Dilip Kumar Sadhukhan. Provided the said shifting charges shall not be paid as and when the Kamal Kumar Sadhukhan entered into an agreement for sale in respect of his allocation with proposed purchaser/s.

1.9 DEVELOPER'S ALLOCATION

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[A] The Developer shall get 50% allocation of constructed area of the proposed building as per sanctioned plan ((out of their allocation the owners shall get 50% on the Ground floor Northern portion, entire second floor and 50% of 3<sup>rd</sup> floor Southern portion) together with proportionate undivided share of land and all common facilities and amenities attached to other units/ flats/ spaces along with proportionate ultimate roof right in the said premises.

If the building shall be sanctioned straight 3 storied then, the Developer shall get entire first floor and 50% of ground floor of the new building.

[B] The Developer shall entitle to get remaining all portion of the proposed new building, after handover the owner's allocation;

[C] The Developer shall be taken all responsibility regarding the shifting of the tenant/tenants and provided the allocation of the tenants, which is included the allocation of the owners.

1.10 The Architect Shall mean such qualified architect/architects who being appointed by the Developer shall design and plan the new building on the said premises and obtain the required sanction for construction of such building from the appropriate authorities as the cost of the Developer.

1.11. The Building Plan Shall mean such plan to be prepared by the Architect for the construction of the building and to be sanctioned by the Kolkata Municipal Corporation and/or any other competent authorities as the case may be.

## 2. COMMENCEMENT:

This Agreement shall be deemed to have commenced with effect from the date of execution and registration of this Develop Agreement.

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3. **OWNERS' RIGHT & REPRESENTATION :**

3.1. The Owner/first party hereto absolutely seized and possessed of and/or well and sufficiently entitled to the said property **ALL THAT** two storied brick built messuage or dwelling house togetherwith the piece or parcel of land thereunto belonging and on part whereof the same is erected and building containing by admeasurement 02 Cottah and 14.5 Chittacks more or less situated and lying at Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, within the limits of Kolkata Municipal Corporation under Ward No.016, District Kolkata, as per record, but physical measurement will be measured at the time of sanction, which are situated within the limits of Kolkata Municipal Corporation under Ward No.16.

3.2. The excepting the Owner/First Party herein, nobody else has any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said property.

3.3. That the said PROPERTY is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, whatsoever or howsoever. Provided the Owners will take all steps for getting the permission from any competent Authority, if required for development of the said Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.S. Burtolla, with their sole responsibility and costs.

3.4. That the Owners/first party have not entered into any agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said property prior to this agreement.

3.5. That the said property is not subject to any notice, acquisition, or requisition.

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4. **DEVELOPER'S RIGHTS:**

4.1. The Owners/first party hereby grant exclusive right to the Developer to develop the said premises by way of constructing a new building thereon on demolishing the old structure in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.

4.2. That the Developer shall pay and bear all expenses towards amalgamation, sanction plan, building material, lawyer fees and all construction chargers of the new building and to complete it in all respects at his own costs or at the cost of the intending Purchaser or Purchasers including architect fees charges expenses required to be paid or deposited for the purpose of development of the said premises.

4.3 The Developer shall complete the building within 30(thirty) months from the date of obtaining the sanctioned building plan. The second party shall be liable to pay adequate damages to the First party in Case of willful delay on his part but shall not be responsible to pay any damages for delay to some unforeseen circumstances or act of god or situation beyond control.

5. **PROCEDURE:**

5.1 The owners/first party shall handover the peaceful and vacant possession of the entire property within 30 (thirty) days from the date of obtaining the sanctioned building plan from KMC.

5.2 The Owners, the party of the first part shall grant and/or execute and register General Power of Attorney in favour of the Developer for the purpose of for obtaining sanctioned plan, construction works, entered into an agreement for sale towards the developer's allocation and to execute necessary documents, in respect of the property described in the first schedule hereunder.



6. **DEALINGS OF SPACES IN THE BUILDING**

6.1. The Developer shall on completion of the building, put the owners/First party part by part undisputed possession of the Owner's allocation **TOGETHER WITH** the rights, in common to the common facilities and amenities to be enjoyed proportionately with other Owners of units/ floors/ flats/ spaces, described in the second schedule hereunder.

6.2. The Owner/First Party will be entitled to transfer or otherwise deal with the Owners' allocation in the building.

6.3. The Developers being the party of the Second Part shall be at liberty with exclusive right and authority to negotiate for sale of units/floor/flats/spaces together with proportionate share of land excluding the allocation provided under Owner's allocation, of the said proposed building on the said premises with any prospective buyer/s on or before or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developers herein.

6.4. The Developer shall be entitled to enter into agreement for sale or transfer in respect of Developer's allocation on the basis of the General Power of Attorney and entitled to sign all necessary documents on behalf of the Owners however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owners.

6.5. The Developer shall execute the Deed of Conveyance or Conveyances in favour of the intending Purchaser or Purchasers of the Developer's allocation of the building, save and except the Owner's allocation, on the strength of the

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Registered General Power of Attorney, the costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

6.6 The owners can also sale/rent/transfer his title right to any intending person/persons without any encumbrances and the developer should produce the entire related document at time of such transfer/agreement.

6.7 Both the Developer and landowners co-operate fully during the sale/registration of their allocation to the intending purchaser with their signature and presence etc.

#### 7. BUILDINGS :

7.1. The Developer shall at its own costs construct erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the THIRD SCHEDULE hereunder written and as may be recommended by the Architect from time to time and labour responsibility is bound by Developer only.

7.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are into inferior to the standard as mentioned in the Corporation Building Laws.

7.3. The Developer shall install erect in the said building at the Developer's own costs standard new pump set, water storage tanks, overhead reservoirs, lifts, electric wiring and other facilities as are required to be provided in a residential/commercial building having self contained units/floors/flats/spaces and constructed for sale of flats herein on ownership basis and as mutually agreed.

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7.4. The Developer shall at his own costs and expenses and without certain any financial or other liability to the Owner, construct and complete the said proposed residential/commercial building in it various units/floors/flats/spaces therein in accordance with the sanctioned building plan.

7.5. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owners will have no responsibility in this context to the Architect.

8. COMMON FACILITIES:

8.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the said new building accruing due and as and from the date of sanctioned of the building plan. Provided before sanctioned the owner shall pay all property taxes even the pending GR supplementary bill also.

8.2. As soon as the building is completed, the Developer shall give written notice to the Owners/first party requiring the Owner/first party to take possession of the Owner's allocation in the new building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues, common electric and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any are levied on the building as a whole.

8.3. The Owners/first party and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners.

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8.4. The Owner shall not be do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building, as per approved plan.

8.5. Both the Developer and Owner/first party herein shall enjoy their respective allocations/portions in the said building under their respective allocations/portions in the said building under their occupation forever with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

**9. COMMON RESTRICTION :**

The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which shall include the follows:-

9.1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

9.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.

9.3. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.

Contd.....P/17.

9.4. The respective flat owners shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the residential/commercial building in good working condition and repair and in particularly so as not to cause any damage to the residential building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from the against the consequence of any breach.

9.5. Neither party shall do or cause or permit to be done any act or thing which may render void and viable any insurance of the residential building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any reach.

9.6. No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be cause in any manner in the free movement of users in the corridors and other places of common use in the building.

9.7. Neither party shall throw or accumulate any dirt, rubbish, waster or refuse or permit the same to the thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the commercial building.

9.8. Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any upon the each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

Contd.....P/18.



9.9. Anything expect sanctioned building plan will be divided into 75:25 ratio i.e. 75% of Developer and 25% of the Landowners and all expenses and responsibility towards the said construction expect sanctioned building plan, shall be borne by Developer.

10. OWNER'S OBLIGATIONS:

10.1. That the Owners shall be responsible to take all necessary steps and/or put necessary signature in the application/petition for obtaining permission from the competent Court of Law regarding the Development Works in the said property, described in the schedule hereunder.

10.2. The Owners/first party is hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the owners or their agents servants representatives causing hindrance or impediment to such construction the owners will be liable for damages.

10.3. The Owners/first party is hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said premises in favour of the intending buyers of shops/units/floors/flats/spaces in the said new building. The Owner further give undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility, during the time.

10.4. The Owners/first party is hereby agreed and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said premises or any portion thereof before the construction is completed without the consent in writing of the Developer on and from the date of execution of this Deed/Agreement.



10.5. The Owners/first party herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building. It is recorded herein that the completion period of the proposed new building shall be 30(thirty) months from the date of sanctioning building plan. If the Developer fails to complete of the said proposed building within 30(thirty) months in that event the said time shall be extended for the period of 6(six) months only more after the grace period the stipulated time will be mutually decide by both the parties.

10.6. The Owners/first party herein undertake not to create any kind of chares or mortgages including that of equitable mortgage by depositing the title deeds of the said property/lands or any portion thereof at any time during the subsistence of this agreement.

10.7. The Developer shall obtain vacant possession from the owner within a period of 30(thirty) days from the date of obtaining the sanctioned plan by the KMC, so that the constructional work is completed in all respect within the next 30(thirty) months.

#### **11. DEVELOPER'S OBLIGATIONS :**

11.1. The Developer is hereby agrees and covenants with the Owners to complete the construction of the/residential/commercial building within 30 (thirty) months from the date of from the date of sanction building plan or physical vacant possession of the entire premises which is later. The grace period of completing the construction is six months and after the grace period the stipulated time will be decided mutually both the parties.

The Developer hereby agrees and covenants with the Owner/First Party not do any act deed or things whereby the Owner is prevented from enjoying selling assigning and/or disposing of any of the Owner's allocations in the building at the said premises.

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11.2. The Developer shall demolish old building at its own costs and expenses and shall take the benefit of the same without any further consent on behalf of Owner/first party just after possession.

12. **OWNERS INDEMNITY:**

12.1. The Owner/first party hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Owners/first party provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

13. **DEVELOPER'S INDEMNITY**

13.1. The Developer hereby undertakes to keep the Owner/first party indemnified against all third party claims and actions arising out of the any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building and the Developer also fully responsible if the construction fails down due to inferiority of the materials and other patent defects thereto. Or otherwise the Developer will not be liable for any damage after 3 months of the possession given to the owners.

14. **MISCELLANEOUS :**

14.1 The Owners/first party and the Developer have entered into the Agreement purely as a contract on basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations or persons in between the Owners and the Developer.

14.2 Immediately after possession of premises, be given by the Owners/first party, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.

Contd.....P/21.



14.3 The Owners/first party shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions suits proceedings costs charges and expenses in respect thereof.

14.4 The Developer and the Owner shall mutually frame scheme for the management and administration of the said new building and/or common parts hereof, the Owner/first party hereby agree to abide by all the rules and regulations to be framed by any society/association/ holding/organization and/or any other organization who will be in charge of such management of the affairs of the residential commercial building and/or common parts thereof and hereby give their consent to abide by such rules and regulations it is made clear that the owners of the respective units shall maintain the said building, after the handover possession to the prospective buyers by the Developer.

14.6 The name of the building shall be selected by the Developer.

14.7 As and from the date of completion of the building the Developer and/or its transferees and the Owner and/or her transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces.

14.8 The building proposed to be constructed by the Developer shall be made in accordance with the specifications morefully and particularly mentioned and described in the second schedule hereunder written.

Contd.....P/22.



**15. FORCE MAJEURE:**

15.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

15.2. "Force Majeure" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto.

**16. PENAL CLAUSE:**

16.1. In the event of (i) The developer fails to start the construction works, after getting the vacant possession, within six months, this agreement shall stand cancelled and the developer shall not be entitled for any compensation. Provided the owners shall execute any agreement with the third party without any consent of the Developer.

16.2. In the event of the Owners/first party prevent the construction at the said premises for any unreasonable demand and/or cause, in that event the Owners shall be liable to pay damarage for such delaying the project on the amount of the materials and labour charges already executed work thereon within thirty days from the notice.

**17. JURISDICTION:**

The courts of Kolkata alone shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**18. POWER FOR DEVELOPMENT WORKS:**

Contd.....P/23.

18.1 To prepare building plan for the said premises and to sign on our behalf the said building plan and modifications thereof and all drawings and specifications and all other papers and documents, declarations, undertaking, boundary Declaration, registered deed of gift/undertaking to KMC/other Govt./Semi Govt/autonomous body/localbody etc. as would be necessary for obtaining sanction plan and subsequent modification addition/ alteration/ completion etc. of the said building from the Municipal Authority and to apply for and to collect and receive such plan and related papers after sanction from the said Competent Authority.

18.2 To appear for and on our behalf in the office of the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, Kolkata Improvement Trust, CESC Ltd., and any local or any Statutory and all Government Offices, Registry office, Hon'ble Court and Police Stations and to apply for amalgamation and obtaining the sanctions, permits, license, supply service connection etc. as may be required for the said premises from the respective authorities.

18.3 To deposit all fees, moneys before the authority concerned in my name and on my behalf for obtaining sanction from the Kolkata Municipal Corporation and to receive the sanctioned building plan on my behalf from the said Authority.

18.4 To appear and represent us before all authorities including those under the Kolkata Municipal Corporation, for amalgamation of adjacent two property and fixation and/or finalization of annual valuation of the said property and also appear before the Registering Authority for clear the title Deeds and for that purpose to sign, execute and submit necessary papers and document and to do all other acts, deeds, and things as the said Attorney may deem fit and proper.

Contd.....P/24.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
(Description of the premises)

**ALL THAT** the partly tenanted more than 100 years old two storied brick built messuage or dwelling house togetherwith the piece or parcel of land thereunto belonging and on part whereof the same is erected and building containing by admeasurement (02) Cottahs and 14.5 (fourteen and half) Chittacks more or less situated and lying at Premises No.7, Peary Mohan Sur Lane, Kolkata-700006, P.O. Beadon Street, P.S. Burtolla, within the limits of Kolkata Municipal Corporation under Ward No.016, District Kolkata, Assessee No.11-016-18-0012-0, together with rights of easements facilities and amenities annexed thereto, and constructed area with **cemented floor on the ground floor is 1200 square feet and first floor is 1200 Sq.ft. more or less** and which is butted and bounded as follows:

**ON THE NORTH: -** By 9 feet wide Peary Mohan Sur Lane  
**ON THE SOUTH: -** By 25A, Goabagan Lane,  
**ON THE EAST: -** By 24A, 24B & 24C, Goabagan Lane,  
**ON THE WEST: -** By 6, Peary Mohan Sur Lane;

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**WORK SCHEDULE/SPECIFICATION**

A) GENERAL: The building shall be R.C.C. framed structure as per design of the Architect.

Contd.....P/26.



- B) FLOOR, SKIRTING: All rooms and Verandah are laid with vitrified tiles and skirting 4" height, toilets and Kitchen will have Vitrified tiles and Toilet wall are laid with 7" -0" height glaze tiles after skirting and 2'-6" Height glaze tiles after kitchen top;
- C) BRICK WALL: All exterior brickwork shall be 8" thick and inside 3" thick;
- D) PLASTER: The outside of the building will have plaster  $\frac{3}{4}$ " thick (Average) whereas the inside and the ceiling plaster will be  $\frac{1}{2}$ " thick (average). The inside of the flat shall have Plaster of Paris on surface.
- E) DOOR & WINDOW:  
Main Entrance Door:  
i) Commercial Flash door with Primer;  
ii) Commercial flash door painted both side;  
iii) Sal-wood frame as per the design of the Architect;  
Windows:  
iv) Aluminum shutter with glass;  
v) Grill guard;  
each Bath and W.C. will be P.V.C. Door of standard quality.
- F) TOILETS: Conceal electrical copper wiring with standard Quality wire with standard points. One Geyser point In common toilet. One A.C. point in master bedroom.
- G) ELECTRICITY: Conceal water line with G.L. Tata Pipe of standard quality including necessary G.I. fittings.
- H) WATER: Black stone top with a sink fitted with glaze Tiles finishing. The kitchen floor will be finished with Vitrified tiles/marble.
- I) KITCHEN:

**PROVIDED** however that excess charges shall be payable in accordance with the prevailing market value in the event of deviation of specification given above due to carrying out of additional or extra work.

IN WITNESS WHEREOF the PARTIES have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED by the PARTIES at Kolkata in the Presence of: -

WITNESSES: -

1.

*Dilip Kumar Sadhukhan*

(DILIP KUMAR SADHUKHAN)

*Sourav Sadhukhan*

S/o *Dilip Kumar Sadhukhan*

7, Peary Mohan Sur Lane  
Kolkata - 700006

*Kamal Kumar Sadhukhan*

(KAMAL KUMAR SADHUKHAN)

SIGNATURE OF THE OWNERS/  
FIRST PARTY

2.

*Kanchan Nandy,*  
S/o. *Krishna Nandy,*  
156, A. P. C. Road,  
KOL - 700006,

*Street - L, KOL - 700006*  
*800006*

Taraa Realty & Construction

*Prabjit. Hazra*

Proprietor

SIGNATURE OF THE DEVELOPER/  
SECOND PARTY

Drafted by and Prepared  
in the Office of

*Bijay Kumar Datta*  
(Bijay Kumar Datta)

Advocate. High Court. Kolkata.  
8, Old Post Office Street, (Gr. floor)  
Kolkata-700001.

Reg.No.WB/764/1992.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2018, Page from 80066 to 80111

being No 190202213 for the year 2018.



Al

Digitally signed by ASIT KUMAR  
JOARDER  
Date: 2018.06.28 12:00:36 +05:30  
Reason: Digital Signing of Deed.

(Asit Kumar Joarder) 28-06-2018 12:00:22  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.

(This document is digitally signed.)



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 5,000/-  
by online = Rs 5,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 36351, Amount: Rs.5,000/-, Date of Purchase: 15/06/2018, Vendor name: S Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 20/06/2018 10:28PM with Govt. Ref. No: 192018190251027921 on 20-06-2018, Amount Rs: 5,021/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. IK00QKEDI4 on 20-06-2018, Head of Account 0030-02-103-003-02



**Asit Kumar Joarder**

**ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA**

**Kolkata, West Bengal**

Major Information of the Deed :- I-1902-02213/2018-21/06/2018

# SPECIMEN FORM FOR TEN FINGER PRINTS

*21/11/17*



Dilip Kumar Sathuklam.

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



Kamal Kumar Sathuklam.

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



## Major Information of the Deed

Deed No :	I-1902-02213/2018	Date of Registration	21/06/2018
Query No / Year	1902-1000160526/2018	Office where deed is registered	
Query Date	13/06/2018 11:25:23 AM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	BIJAY KRISHNA DATTA 8, OLD POST OFFICE STREET, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830291836, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Additional Transaction [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 50,000/-]		
Stampduty Paid(SD)	Market Value Rs. 93,19,220/-		
Rs. 10,021/- (Article:48(g))	Registration Fee Paid Rs. 521/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

### Land Details :

District: Kolkata, P.S:- Burtola, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Peary Mohan Sur Lane, Premises No. 7, Ward No: 16

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		2 Katha 14.5 Chatak		82,39,220/-	Width of Approach Road: 9 Ft.
<b>Grand Total :</b>					<b>4.7953Dec</b>	<b>0 /-</b>	<b>82,39,220 /-</b>	



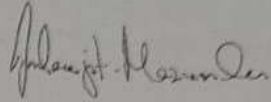


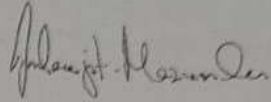


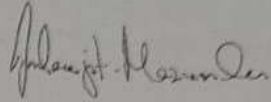
### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2400 Sq Ft.	0/-	10,80,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>2400 sq ft</b>	<b>0 /-</b>	<b>10,80,000 /-</b>	

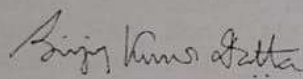
Major Information of the Deed :- I-1902-02213/2018-21/06/2018



Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr INDRAJIT MAZUMDER (Presentant)</b>                      Son of Late MRINAL KANTI MAZUMDAR                      Date of Execution - 21/06/2018, , Admitted by: Self, Date of Admission: 21/06/2018, Place of Admission of Execution: Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td></td> <td>Jun 21 2018 12:01PM</td> <td>LTI 21/06/2018</td> <td>21/06/2018</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr INDRAJIT MAZUMDER (Presentant)</b> Son of Late MRINAL KANTI MAZUMDAR Date of Execution - 21/06/2018, , Admitted by: Self, Date of Admission: 21/06/2018, Place of Admission of Execution: Office					Jun 21 2018 12:01PM	LTI 21/06/2018	21/06/2018
Name	Photo	Finger Print	Signature										
<b>Mr INDRAJIT MAZUMDER (Presentant)</b> Son of Late MRINAL KANTI MAZUMDAR Date of Execution - 21/06/2018, , Admitted by: Self, Date of Admission: 21/06/2018, Place of Admission of Execution: Office													
	Jun 21 2018 12:01PM	LTI 21/06/2018	21/06/2018										
1/B, TARAK CHATTERJEE LANE, P.O:- NOT MENTIONED, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJXPM9468J Status : Representative, Representative of : M/S. TARA REALTY AND CONSTRUCTION (as PROPRIETOR)													

Identifier Details :

Name & address
Mr BIJAY KUMAR DATTA Son of Late RABINDRA NATH DATTA 8, OLD POST OFFICE STREET, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr DILIP KUMAR SADHUKHAN, Mr KAMAL KUMAR SADHUKHAN, Mr INDRAJIT MAZUMDER

21/06/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr DILIP KUMAR SADHUKHAN	M/S. TARA REALTY AND CONSTRUCTION-2.39766 Dec
2	Mr KAMAL KUMAR SADHUKHAN	M/S. TARA REALTY AND CONSTRUCTION-2.39766 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr DILIP KUMAR SADHUKHAN	M/S. TARA REALTY AND CONSTRUCTION-1200.00000000 Sq Ft
2	Mr KAMAL KUMAR SADHUKHAN	M/S. TARA REALTY AND CONSTRUCTION-1200.00000000 Sq Ft

Major Information of the Deed :- I-1902-02213/2018-21/06/2018