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Certified that the document is admitted for registration. The signature sheets with the endorsement sheet attached with document are the parts of this document.

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AGREEMENT FOR DEVELOPMENT

District Sub-Register-III  
Alipore, South 24-parganas

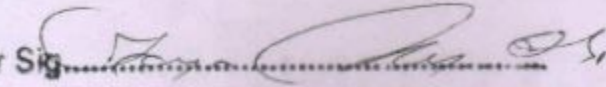
8-9-23  
e-2/2263421

THIS INSTRUMENT FOR DEVELOPMENT made this the 08<sup>th</sup> day of September, 2023 (Two Thousand Twenty Three) **BETWEEN SRI PRADEEP KUMAR BANERJEE** Son of Late Sudhir Ranjan Banerjee By faith Hindu, residing at 28/2B, Nakuleshwar Bhattacharya Lane, Kolkata -700026 P.S. Tollygunge hereinafter called and referred to as the "OWNER" ( PAN No. **ADTPB89996N** ) (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, successors, executors) of the ONE PART.

08 SEP 2023

SL No. 822 Date 07 SEP 2023

Name Pankaj Chatterjee Advocate  
Address Alipore Criminal Court WB/383/33

Vendor Sig. 

TAPAN KUMAR DAS  
Alipore Police Court  
Kolkata-700027



Santosh Yadav  
Sp. Late Barant Yadav  
15/1a R.M.D Rd  
KOL - 700020  
P.S - Bhawanipur  
P.O. L.R Sareni

DISTRICT SUB REGISTRAR-III  
SO. 174/24 DIS ALIPORE  
08 SEP 2023

**AND**

**M/S. VASUDEVA BUILDERS** having it's office at 17, Mohini Mohan Road , P.S. Bhowanipore , P.O. L.R Sarani, Kolkata 700020 being represented by it's proprietor **SRI. HEMANSHU RAJA** son of Sri. Navnit Kumar Raja, by faith Hindu, by occupation business, by Nationality - Indian, residing at 13A, Balram Bose 2<sup>nd</sup> Lane , P.O. L.R Sarani, P.S. Bhawanipur, Kolkata:- 700 020, hereinafter called and referred to as the "**DEVELOPER**" (which term and expression shall unless excluded by or repugnant to the context or subject the meaning thereof shall be mean and include his heirs, authorized signatories, administrators, legal representatives and assigns ) of the **SECOND PART.**

**WHEREAS** Sudhir Ranjan Banerjee son of late Prabhat Chandra Banerjee was in possession and enjoyment of the property lying and situated at Premises No. 28/2/3A , Nakuleshwar Bhattacharya Lane , Kolkata -700026 P.S. Tollygunge which he acquired exclusive right, title and interest over the said property containing an area of 5 ( Five ) cottahs 15 ( Fifteen ) Chk. 0 Sq. Ft. on strength of Deed of Conveyance registered on 03-07-1953 at the office of Additional District Sub Registrar recorded in book no. I , volume no. 70 , pages 85 to 93 , being no. 2452 for the 1953 .

**AND WHEREAS** Sudhir Ranjan Banerjee died intestate on 08<sup>th</sup> February 1990 leaving behind his wife Sunanda Banerjee , two daughters namely Dipali Mukherjee and Dipasikha Chakraborty and one son Pradeep Kumar Banerjee.

AND WHEREAS Sunanda Banerjee died intestate on 10<sup>th</sup> January 1992.

AND WHEREAS after the death of Sudhir Ranjan Banerjee and Sunanda Banerjee their children namely Dipali Mukherjee , Dipasikha Chakraborty and Pradeep Kumar Banerjee became the equal Owners of the schedule property.

AND WHEREAS Dipali Mukherjee by registered gift deed dated 13<sup>th</sup> July 2015 gifted her undivided 1/3<sup>rd</sup> share in the property at 28/2/3A , Nakuleshwar Bhattacharya Lane, Kolkata 700026 to her only brother Pradeep Kumar Banerjee , registered on 13-07-2015 at the office of Additional Registrar Assurance - I , Kolkata , recorded in book no. 1 , volume no. 1901-2015 , pages 53793 to 53808, being no. 190105666 for the year 2015.

AND WHEREAS Dipasikha Chakraborty by registered gift deed dated 17<sup>th</sup> February 2015 gifted her undivided 1/3<sup>rd</sup> share in the property at 28/2/3A , Nakuleshwar Bhattacharya Lane, Kolkata 700026 to her only brother Pradeep Kumar Banerjee , registered on 17-02-2015 at the office of Additional Registrar Assurance - I , Kolkata , recorded in book no. 1 , volume no. 1901-2015 , pages 28058 to 28078, being no. 190104853 for the year 2015.

**AND WHEREAS SRI PRADEEP KUMAR BANERJEE** Son of Late Sudhir Ranjan Banerjee residing at 28/2B, Nakuleshwar Bhattacharya Lane , Kolkata -700026 P.S. Tollygunge has inherited / acquired sole exclusive right, title and interest over the property situated at 28/2/3A , Nakuleshwar Bhattacharya Lane , Kolkata -700026 P.S. Tollygunge.

**AND WHEREAS** the above named **SRI PRADEEP KUMAR BANERJEE** Son of Late Sudhir Ranjan Banerjee residing at 28/2B, Nakuleshwar Bhattacharya Lane , Kolkata -700026 P.S. Tollygunge after procuring his lawful authority, possession and interest over the said property being property situated at 28/2/3A , Nakuleshwar Bhattacharya Lane , Kolkata -700026 P.S. Tollygunge. and thus the above named Owner has been paying amount towards tax for the said property as assessed by the competent authority of Kolkata Municipal Corporation and is in full possession of the said property.

**AND WHEREAS** **SRI PRADEEP KUMAR BANERJEE** is in continuance of possession and enjoyment of the said property lying and situated at 28/2/3A , Nakuleshwar Bhattacharya Lane , Kolkata -700026 P.S. Tollygunge securing his all sorts of right, title and interest , made up his mind to erect a pucca structural residential building in his said property;

**AND WHEREAS** the above named Owner for some reasons was not in a position to erect a building in his said property implementing his device plan.

**AND WHEREAS** the Developer having learnt such eagerness of the Owner approached with a proposal to allow him to construct pucca structural building in his above stated property expending entire amount from his own fund and the Owner herein considering the proposal tendered by the Developer reasonable and justified agreed to accept the Developer's proposal.

**AND WHEREAS** relying on the aforesaid representation of the Owner herein, the Developer agreed to develop all that piece and parcel of land measuring **5 ( Five ) Cottahs 15 ( Fifteen ) Ch.** be the same a little more or less lying and situated at 28/2/3A , Nakuleshwar Bhattacharya Lane , Kolkata -700026 P.S. Tollygunge within the town of Calcutta Division, and Assessee No. 110841300877, within the limits of the then Calcutta Municipality now under the jurisdiction of the Kolkata Municipal Corporation.

**AND WHEREAS** the Developer herein has offered to develop the said property at Premises 28/2/3A , Nakuleshwar Bhattacharya Lane , Kolkata -700026 P.S. Tollygunge to the Owner of the party of the **FIRST PART** on a turnkey basis with full responsibility including preparation of building plan, constructing and completing in every respect a building , completing the same, making all necessary implements, amenities and utilities therein and therefore will provide all at the costs and expenses by the Developer;

**AND WHEREAS** the present Owner have agreed with the said proposal of the Developer on certain terms and conditions for the contemplated joint venture have been settled, between the parties as herein after appearing.

**AND WHEREAS** the present Owner have declared and represented as under:

- i) That the present Owner secure lawful title over the property and the said property reserves marketable title.
- ii) That the said property is absolutely free from all encumbrances, mortgages, attachments, liens, lispendants or rights of others, whatsoever.

- iii) That the present Owner have not entered into any agreement for sale or development of the said property thereof nor has bound himself by any such condition as would laid to a proceeding under Specific Relief Act in relation to the said property.
- iv) That the Owner have good right, indefeasible title and absolute power and authority to transfer their said property and every part thereof.
- vii) That the Owner shall pay all the outstanding property tax due to The Kolkata Municipal Corporation till handing over of possession of the said property or till the plan is sanctioned by the K.M.C. whichever is later.
- viii) The Owner have stated that original title deed of the property is lost/ misplaced and is untraceable and required formalities required under the law has been done by the Owner.

**AND WHEREAS** the Owner and the Developer both parties have jointly spontaneously and willingly agreed and enter into this agreement for development of the SCHEDULE "A" property on the following terms and conditions.

**NOW THIS AGREEMENT WITNESSESS** and it is agreed by and between the parties as follows :-

#### **ARTICLE - I, DEFINITION**

- (i) **OWNER** - Shall mean the Sri. **SRI PRADEEP KUMAR BANERJEE** Son of Late Sudhir Ranjan Banerjee residing at 28/2B, Nakuleshwar Bhattacharya Lane , Kolkata -700026 P.S. Tollygunge and his heirs, executors, administrators and legal representatives.

- (ii) **"DEVELOPER"** - Shall mean M/S. VASUDEVA BUILDERS having its office at 17, Mohini Mohan Road , P.S. Bhowanipore , P.O. L.R Sarani, Kolkata 700020 being represented by its proprietor SRI. HEMANSHU RAJA son of Sri Navnit Kumar Raja, by faith Hindu, by occupation business, , residing at 13A, Balram Bose 2<sup>nd</sup> Lane , P.O. L.R Sarani, P.S. Bhawanipur, Kolkata:- 700 020
- (iii) **"THE SAID PROPERTY"** - Shall mean (SCHEDULE "A" property) ALL THAT piece or parcel of land measuring more or less 5 ( Five ) Cottahs 15 ( Fifteen ) Ch and 0 Sq. Ft. be the same a little more or less more fully described in the first schedule hereunder written on which the new proposed building will be constructed.
- (iv) **"ARCHITECT"** Shall mean such architect or firm of architect's whom the Developer may, from time to time appoint as architect for the new building.
- (v) **"THE BUILDING PLAN"** shall mean the map or plan prepared by the architect of the Developer and mean-while sanctioned the said building plan in respect of the SCHEDULE "A" property by the Kolkata Municipal Corporation.
- (vi) **"THE NEW BUILDING"** shall mean the multistoried residential building to be constructed on the said property by the Developer in pursuance hereof.
- (vii) **"COVERED AREA"** herein shall mean the plinth area of the said unit including the thickness of the boundary wall of the said unit, internal walls and pillars.



(viii) "**OWNER'S ALLOCATION**" shall mean as follows :

- One Flat on **First Floor** ( 50% of the entire Floor ) being Flat No.1-A measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area ).
- Two Flats on **Second Floor** ( Entire Second Floor) being Flat No.2A & 2-B each measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area )
- One Flat on **Fourth Floor** ( 50% of the entire Floor ) being Flat No.4-B measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area )
- 2 ( Two ) Covered Car Parking at the ground floor being parking No. 1 & 2 along with right to park 2 ( two ) Car at the back open space at the ground floor out of total 3 (three) undivided , unnumbered , unreserved, tandem parking space

(ix) "**DEVELOPER'S ALLOCATION**" shall mean as follows :

- One Flat on **First Floor** ( 50% of the entire Floor ) being Flat No.1-B measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area ).
- Two Flats on **Third Floor** ( Entire Third Floor) being Flat No.3-A & 3-B each measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area )
- One Flat on **Fourth Floor** ( 50% of the entire Floor ) being Flat No.4-A measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area )
- Remaining area at the Ground Floor after providing 2 ( Two ) Covered Car Parking and 2 ( two ) open Car parking to the Owner.

- (x) "**COMMON EXPENSES**" shall mean and include all expenses to be incurred by the unit Owners of the proposed building for the management and maintenance of the building and the property after completion of the building.
- (xi) "**COMMON PORTION, FACILITIES & AMENITIES**" shall mean all the common areas and installations comprised in the proposed building and the property, after its development, including, staircase, roof, lobbies, entrance passages, boundary walls, service areas including motor pump room (if any), electric meter space, underground reservoir, overhead tanks, sewerage system, durwan room etc. and other facilities.
- (xii) "**SUPER-BUILT-UP AREA**" shall mean all together of built-up area of the flat, proportionate share of the stair, lift & lobby on the said floor along with addition of proportionate share of common area like roof, stair head room, lift room, ground floor stair-lift-lobby, water tank, durwan room, meter room etc.
- (xiii) "**PROJECT**" shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the development of the property to be completed and possession of the completed units is taken over by the unit Owners. ✓
- (xiv) "**PROPORTIONATE SHARE**" with all its cognate variations shall mean such ratio which the covered area of any unit shall be in relation to the covered area of all the units in the proposed building.

- (xv) **"UNIT"** shall mean residential flats or car parking space and other covered spaces in the proposed building, which is capable of being exclusively owned, used and /or enjoyed by unit-Owner and those are not within the common portions of SCHEDULE property.
- (xvi) **"UNIT OWNER'S"** shall mean any person who lawfully acquires and /or attains lawful Ownership of any unit in the proposed building and shall include the Developer or Owner and /or their nominee or nominees, for the Units held by them from time to time.
- (xvii) **"PERIOD FOR CONSTRUCTION OF THE BUILDING"** shall mean the building shall be completed within 24 (twenty four) months with grace period of further six months from the date of sanction of the building plan or receiving of vacant possession of the said property whichever is later.
- (xviii) **"ASSOCIATION"** shall mean the association to be formed by the Unit Owners for the purpose of maintenance of the new building and the property and for collecting and defraying the common expenses.
- (xix) **"SPECIFICATION"** shall mean the specifications for constructing the new building as stated in the SCHEDULE "E" hereto.
- (xx) **"THE TITLE DEED"** shall mean deed of conveyance , Gift Deed and all other Deeds and documents in respect of the said property.

- (xxi) "ADVOCATE" shall mean the Advocate and Legal Practitioner appointed by the Developer and will solely act as an Advocate for the Developer and he will do all legal works pertaining to this project including Registration of all Deeds and Documents which will be required in this project.

## ARTICLE - II

### OWNER'S RIGHT & REPRESENTATION

- 2.1 That the Owner are absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said property mentioned herein above. That the right title and interest of the Owner in the said property mentioned hereinabove are free from all encumbrances and the Owner has a marketable title to the same.
- 2.2 That the entirety of the said property mentioned hereinabove is in actual and physical possession of the Owner herein.
- 2.3 That the Owner has not received any notice for acquisition or requisition of the said property mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
- 2.4 Neither the property nor any part thereof has been attached and /or is liable to be attached under any decree or order of any court of law or due to Income Tax, Revenue or any other Public Demand.
- 2.5 That the Owner has not entered into any agreement for sale, lease, mortgaged , development or otherwise for transfer and /or development of the said property mentioned herein or any

part or portion thereof in favour of any other person other than the Developer herein.

- 2.6 That the Owner is fully and sufficiently entitled to deal with, develop and /or dispose of proportionate share of the land of the said property mentioned herein and thus have entered into this Agreement. ✓
- 2.7 That the Owner hereby whole heartedly agreed to extend his good hands of co-operation in all respects to facilitate the Developer to proceed with the work of construction for erection of building. ✓
- 2.8 Except the Owner's allocation as stated in SCHEDULE-B, the Owner shall not claim or demand any other area/space in the building to be constructed in the said premises or shall not demand any further consideration amount for the sale of flat/s, and other spaces in the Developer's Allocation in the building to be constructed at the said premises. ✓
- 2.9 The said property is free from all encumbrances and the Owner has a marketable title in respect of the property.
- 2.10. That there is no suit or proceedings pending regarding the title in respect of the said property or any part thereof before any Court within the jurisdiction or any court within the territory of India.
- 2.11 The Owner shall deliver or hand over all Deeds and all the documents relating to the said property which are in possession and control of the Owner and all other papers regarding the said property against proper receipt issued by the Developer ✓

and upon completion of the project all original paper should be handed over /return to the Owner by the Developer.

- 2.12 The Owner will clear all the dues such as Municipal Taxes etc. related to the said property till sanction of the building plan.

### ARTICLE-III

#### DEVELOPER'S RIGHT & REPRESENTATION

- 3.1 That the Developer has been authorized and empowered to proceed with the work of construction in the SCHEDULE "A" property of the Owner as per plan sanction by the K.M.C. with changes there in time to time during the construction period which shall be regularized /approved from the K.M.C. by the Developer at his cost and expenses.
- 3.2 That the Developer shall have full right to execute any agreement for sale, take advance money in part or full , transfer and conveyance of the Developer's allocation **PROVIDED THAT** the Developer shall prior to deliver possession of any part out of it's allocation deliver possession of the Owners' allocation or give notice in writing before 15 days that Owner's allotted flats are ready for possession.
- 3.3 The Developer 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 **PROVIDED HOWEVER** proportion and quality of such materials shall confirm to the accepted standard of I.S.I specification.

- 3.4 The building shall be constructed and completed by the Developer as per specification provided in SCHEDULE "E" hereunder written all flats/units as well as common areas and facilities shall consists of and be provided with materials, fixtures, fittings, and facilities at the cost and responsibility at the Developer/contractor herein. Under no circumstances irrespective of any ground whatsoever, the Developer shall be entitled to claim or demand any payment of whatsoever nature from the Owner in respect of erection, construction and completion of the said building.
- 3.5 The Developer shall construct and complete the building under the direction, supervision and control of the competent authority (Civil Engineer) and expert and skilled workmanship shall be engaged for completion of work efficiently.
- 3.6 All costs, charges, fees , levies, impositions, statutory payment taxes and expenses of whatever name called for erection, Construction and completion of the said building, its materials fittings and fixtures all respect, including connection of water, sewerage, electricity and other amenities for the building shall be paid and borne by the Developer and Owner have no responsibility and or liability towards payments of any dues, liabilities, costs charges, expenses by whatsoever name called relating to any and /or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate Electricity Meter for the respective unit /flat shall be borne by the concerned unit Owners and Developer shall have no responsibility for the same.

- 3.7 The Developer shall be responsible and liable for payment of and /or meeting all cost, charges, fees, levies and expenses of the building materials, all permissions, licenses, quotas and other requirements for erections, construction and completion of the building in totality. Under no circumstances the Owner shall be responsible or liable for payment of any amount of whatsoever nature or on any part thereof or any other account or for any other acts, deeds obligations and things by whatsoever name called that may be done executed or performed by the Developer/contractor. The Developer shall as its own costs and expenses, causes to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the building within the time specified herein. All taxes and Levies on Building materials, fittings, and fixture as per Second schedule hereunder written shall be paid and borne by the Developer/contractor.
- 3.8 That the Owner herein shall not have any objection if in future Sri Hemanshu Raja , Developer herein completes the said building in newly formed partnership firm or a Private Ltd. Company without changing any terms and conditions of this agreement and the Owner shall execute a new registered development agreement and registered power of attorney in favour of the newly formed firm or to his nominee within 30 days of demand without changing any terms and conditions of this agreement.
- 3.9 While dealing with and /or entering into any Agreements and /or dealing with commitments relating to the Developer's allocated portion (as defined herein before) or any part thereof,



the Developer shall fully comply with, observe, fulfill and perform the requirement under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the Owner shall not be responsible or liable for any commitment that may be made by the Developer. **PROVIDED THAT** the Developer shall always keep the Owner fully indemnified as against its acts and commitments. Developer shall hand over Owner's allocation first and before delivery of any portion of the Developer's allocation.

- 3.10 The Developer shall be solely responsible for and make and pay all payments, wages, and dues contributions entitlement contractual and / or statutory obligation and requirements of the workmen, supervisors, workers, laborer, employees. Architect and others by whatever name called or described, appointed, deputed, or engaged or required or put on site for erection, construction and completion of the said newly proposed building and every part thereof and the Owner shall under no circumstances be deemed to be the employer and no responsibility and / or liability will shift upon them and the Developer/Contractor shall keep the Owner indemnified from all or any claims, damages, payments costs and consequences suffered or incurred there from.
- 3.11 The Owner shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to creation construction and completion of the building or any part thereof.

3.12 The Developer shall be duty bound to complete the Owner's allocated portion in all respect including permanent domestic water and sewerage, electric connection as well as common areas and facilities and make the same fully habitable for user as per law within the said **24** ( Twenty Four ) months with grace period of further six months from the date of sanction of the plan or receiving of vacant possession or starting of the construction work of the said premises whichever is later which unless prevented by force majeure reasons without default, save and except for the reasons mentioned hereinabove.

**ARTICLE - IV**  
**PLAN / COMPLETION**

4.1 The new building shall be Gr.+ 4 Storied building as sanctioned by the Kolkata Municipal Corporation with change therein time to time during the construction period. This changes shall be approved / regularizes by the Developer at his cost from the K.M.C. under Rule 25 of the K.M.C.

4.2 The building shall be completed within 24 ( Twenty Four ) months with grace period of further six months from the date of sanction of the building plan or receiving of vacant possession or starting of construction work of the said property whichever is later.

**ARTICLE- V**  
**SECURITY DEPOSIT**

5.1 The Developer shall pay a sum of **Rs.55,00,000/- ( Fifty Five Lakhs Only )** as interest free refundable security deposit to the Owner as follows :

- Paid On/Before Signing Of this Agreement : Rs.5,00,000.00
- On Signing Of this Agreement & Power Of Attorney & Possession : Rs.25,00,000.00
- Within next 30 ( Thirty ) Days from signing of this agreement by P.D.C. : Rs.25,00,000.00

5.2 Above stated P.D.C. ( Post Dated Cheque ) shall be issued simultaneously with signing of this agreement. The Owner shall deposit this post dated cheque after complete searching and satisfaction of title related papers. Searching to be done after first payment of 25 lakhs paid at the time of signing of this agreement.

5.3 Above stated interest free security deposit of Rs.55,00,000/- ( Fifty Five Lakhs Only ) shall be refunded by the Owner to the Developer from the sale consideration of Owner's allotted first floor flat being Flat No. 1A. The Owner shall not sell his allotted 1<sup>st</sup> floor flat being Flat No 1A without the consent of the Developer.

5.4 The Developer will help the Owner to sell his allotted 1<sup>st</sup> Floor Flat being flat No 1A at the best possible price out of which Developer shall retain security deposit and balance amount will be kept by the Owner.

**ARTICLE - VI****DEVELOPER'S OBLIGATIONS**

6.1 Developer have agreed and assure that if the Owner offers one flat being Flat No 4B measuring between 1250 Sq. Ft. to 1300 Sq. Ft. ( 50 % of the Fourth Floor ) along with one covered Car parking from his allocated allocation to the Developer after 3 (Three) months from signing of this agreement then the Developer shall be bound to purchase the same at total consideration of Rs.1,00,00,000/- ( One Crore ) only. Payment for the same shall be made by the Developer in installments of Rs.5,00,000/- ( Five Lakhs Only ) every month payable within first week of the month. Owner shall execute supplementary agreement and or other required papers for the same.

**ARTICLE- VII****MISCELLANEOUS**

- 7.1 This Agreement shall always be treated as development agreement by and between the Owner and the Developer.
- 7.2 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Developer may require adequate powers and authorities from the Owner and for such matters, the Owner shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be 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 Owner and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

- 7.3 The land upon which the said building shall be erected and constructed and appurtenant thereto as the common areas facilities to be provided for and /or at the said building shall always remain common, impartibly, indefeasible and undivided. The Developer shall be entitled to deal with his allocated portion together with the undivided proportionate share of the land as well as areas and facilities.
- 7.4 The format of the draft indenture of conveyance, that may be required to be executed and registered by the Owner unto and in favour of the Developer and /or it's nominee or nominees in respect of and /or relating to the Developer's allocated portions and /or any part thereof shall be prepared by the Developer, execute Intender of Conveyance (s) unto and in favour of the Developer and /or its nominee or nominees as the case may be subject to the terms and conditions provided herein. Provided that such execution and registration of the Indenture of the Conveyance shall be executed by the Developer on strength of power of attorney executed by the Owner in favour of the Developer as and when required by the Developer in favor of the intending purchaser/s. **HOWEVER** Developer shall handover the possession to intending purchasers only after giving possession of the Owner's allocation to the Owner in the new proposed building or after

giving notice in writing before 15 days that Owner's allotted flats are ready for possession.

- 7.5 The Developer shall be entitled to enter into any agreement for sale relating to his allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and no further consent of the Owner shall be required and the Developer through Registered Attorney Holder shall execute required Indenture, unto and in favour of the said purchaser /nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however all cost, charges and expenses of the required value of stamp duty, registration costs, Advocate fee and expenses incidental thereto shall be paid and borne by the Developer and /or its nominee or nominees, as the case may be.

Both the OWNER and the DEVELOPER can enter into Agreement(s) with the intending purchaser/ purchasers transferees in respect of the constructed area of their respective allocation on such terms and conditions as they may in their absolute discretion think fit and proper, for sale or transfer concerning their allocated allocation along with the undivided impartible proportionate share and interest in the said land **HOWEVER** The Owner shall not sell his allotted 1<sup>st</sup> floor flat being Flat No 1A without the consent of the Developer. The Developer will help the Owner to sell his allotted 1<sup>st</sup> Floor Flat being flat No 1A at the best possible

price out of which Developer shall retain security deposit and balance amount will be kept by the Owner.

- 7.6 It is clarified that all works of development shall be done by the Developer at his own costs and expenses on and from the date of receiving vacant and peaceful possession over the "A" SCHEDULE property.
- 7.7 All municipal taxes and other outgoings in respect of the said property up to the date of sanction of building plan by the K.M.C. shall be borne and paid by the Owner and thereafter shall be paid by the Developer.
- 7.8 The Owner shall not have any objection if the Developer constructs flats and/or office at the ground floor from his allotted allocation at the ground floor.
- 7.9 It is agreed and understood between the Owner and the Developer that the K.M.C. sanctions car parking at the ground floor will be as per K.M.C. area calculation but physically there can be accommodation of more car parking as shown in ground floor plan attached herewith. Both covered and open car park allotted to the Owner and the Developer is shown in the attached plan. While selling his allotted covered or open car parking the Owner shall specifically mention and clarify car parking arrangement and size being sold to the prospective purchasers. Both the Owner and Developer shall always keep each other fully indemnified as against its acts and commitments made regarding car parking being sold to the purchasers from their respective allocation.
- 7.10 This agreement and Power Of Attorney both shall remain valid and in force till the Developer completes transfer and

registration of all the Developer's allocated allocation , saleable space in the new proposed building by the Developer in the manner as provided herein as per terms and condition mentioned in this agreement.

7.11 It is agreed and understood that if any additional floor or space is constructed above 4<sup>th</sup> ( Fourth ) floor then that space shall be equally divided by and between the Owner and the Developer

7.12 Name of the building shall be " VASUDEVA "

#### **ARTICLE-X**

#### **FORCE MAJEURE**

The parties hereto shall not be considered to be liable for any obligation 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, lock Out, 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 MAJEURE" PROVIDED THAT in absence of any of the reasons aforesaid, the Developer shall complete the construction of the proposed building within the time agreed upon.



SCHEDULE "A"( THE PROPERTY AS REFERRED TO ABOVE )

**ALL THAT** piece and parcel of homestead land measuring about **05** (Five) Cottahs **15** ( Fifteen )Ch. and **00** Sq. Ft. be the same a little more or less being Premises No. 28/2/3A ,Nakuleswar Bhattacharya Lane , Kolkata -700026 P.S. Tollygunge within the town of Calcutta Division, and Assessee No. 110841300877 WARD No. 84 within the limits of the then Calcutta Municipality now under the jurisdiction of the Kolkata Municipal Corporation butted and bounded as follows :

ON THE NORTH :12'-0" feet wide Nakuleswar Bhattacharya Road.  
 ON THE SOUTH : Basti.  
 ON THE EAST : 28/2/3B Nakuleswar Bhattacharya Road.  
 ON THE WEST :12'-0" feet wide Nakuleswar Bhattacharya Road.

SCHEDULE " B "( OWNERS' ALLOCATION )

The Owner's share in the proposed new building shall be as follows :

- One Flat on **First Floor** ( 50% of the entire Floor ) being Flat No.1-A measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area ).
- Two Flats on **Second Floor** ( Entire Second Floor) being Flat No.2A & 2B each measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area )

- One Flat on **Fourth Floor** ( 50% of the entire Floor ) being Flat No. 4B measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area )
- 2 ( Two ) Covered mid size Car Parking at the ground floor being parking No. 1 & 2 being undivided , unreserved, tandem parking space along with right to park 2 ( two ) Car at the back open space of the building at the ground floor being undivided , unnumbered , unreserved, tandem parking space.

The above Owner's allocation shall include undivided proportionate share of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises more fully and particularly set out in the SCHEDULE "D" hereunder written

**SCHEDULE " C "**  
**( DEVELOPER'S ALLOCATION )**

The Developer's share in the proposed new building shall be as follows :

- One Flat on **First Floor** ( 50% of the entire Floor ) being Flat No.1-B measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area ).
- Two Flats on **Third Floor** ( Entire Third Floor) being Flat No. 3A & 3B each measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area )

- One Flat on **Fourth Floor** ( 50% of the entire Floor ) being Flat No.4-A measuring approx. between 1250 Sq. Ft. to 1300 Sq. Ft. ( Super-Built-Up Area )
- Remaining area at the Ground Floor after providing 2 ( Two ) Covered Car Parking and 2 ( two ) open Car parking to the Owner

The above Developer's allocation shall include undivided proportionate share of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises more fully and particularly set out in the SCHEDULE "D" hereunder written

**SCHEDULE "D" ABOVE REFERRED TO :**

**(Common Portions)**

**Areas:**

- a) Entrance and exits.
- b) Boundary Walls and Main Gate of the Premises.
- c) Lift, Lift room, Staircase, stair head room and lobbies on all the floors of the Building.
- d) Entrance lobby, electric/utility room, water pump room.
- e) Roof of the New Building and common installations on the roof.

**I) Water, Pumping and Drainage :**

- a) Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of any Unit and/or exclusively for its use).
- b) Water supply system.
- c) Water pump, underground and overhead water reservoir

together with all common plumbing installations for carriage of any unit/or exclusively for its use.

**II) Electrical Installations:**

- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

**III) Others :**

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owners.

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

(MANNER OF COMPLETION OF THE NEW BUILDING)

1. Foundation : R.C.C. foundation as per design issued by the Structural Engineer.
2. Steel : ISI grade available in the market.
3. Cement : ACC/ L&T/ Lafarge or equivalent.
4. Sand : Coarse sand.
5. Stone chips : Standard quality available in the market.
6. Brick : First class brick available in the market.
7. Flooring : Vitrified Tiles in the bed room, living, dining, kitchen, toilet balcony (entire flat).

8. Toilet : Glazed tiles in walls of toilet with all sanitary fittings of Hindustan / Parryware or equivalent make and concealed plumbing/ fittings/ with shower , tap, one basin and one commode of 'Parryware / Hindustan' in each toilet.
9. Kitchen : Marbled cooking platform with Granite slab and glazed tiles on the wall, steel sink with one tap and one low height tap.
10. Window : Aluminium Sliding Window with BOX Grill with Glass.
11. Door : Flush door with all door fittings of Godrej.
12. Electrical : Anchor / Finolex wiring with Anchor switches and sufficient power point as required.
13. Internal walls : Plaster of Paris finished wall.
14. External walls : Painting on plaster finished with cement based paint.
15. Roof : Waterproof treatment with Roof Tiles.
16. Security : CCTV Camera as required on all side and on all floors with fire extinguisher at the ground
17. Lift : LT / Adams elevator
18. Stair & Lobby : Well Decorated Lobby with proper lights all around boundary wall in open space parking etc.

**JURISDICTION**

All courts within the limits of Kolkata and other higher courts shall have the jurisdiction to entertain and determine all actions, suit and proceeding arising out of these presents between the parties hereto.

**IN WITNESS WHEREOF** the parties hereto set sealed and subscribes their respective hands and seal on this day month and year first above written.

**SIGNED SEALED AND DELIVERED:**

**IN THE PRESENCE OF :**

**WITNESSES :-**

1.  
Supratik Banerjee  
28/2 B N.B. Lane  
Kolkata 700026  
Kalyghat

Pradeep Kumar Banerjee

**OWNER**

VASUDEVA BUILDERS

Hemant Raja.

Proprietor

**DEVELOPER**

2. Sanket yadav  
15/11 R.M.D Rd  
K01-20  
I.S. ~~Kalyghat~~ Bhowanipur

Drafted by me-

Pankaj Chatterjee

Advocate

Alipur Police Court kol-27.

Pankaj Chatterjee  
Advocate  
Alipore Criminal Court  
WB/363/83

MEMO OF CONSIDERATION

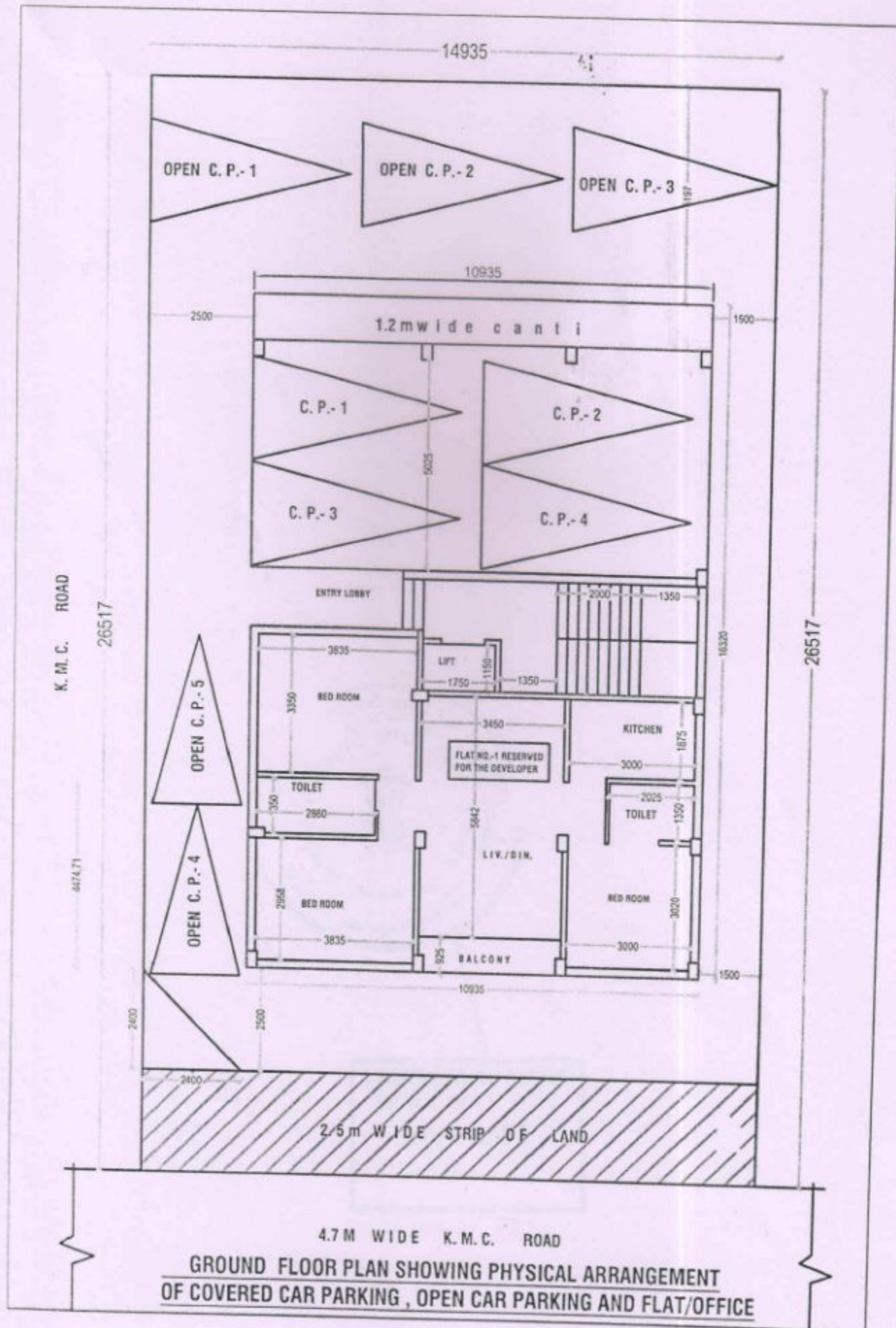
Date	Amount	Cash / Cheque	Bank/Br.
20-08-2022	Rs.5,00,000/	Paid by cash	
08-09-2023	Rs.25,00,000/	Cheque , NO- 029316	S.B.I -Hazra Br.
	<u>Rs. 30,00,000/</u>		

Pradeep Kumar Banerjee  
OWNER

## WITNESS

1. Supratik Banerjee

2. Santosh y -dew





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

	Left hand					
	Right hand					

Name .....

Signature .....



	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
Left hand					
Right hand					

Name ..... PRADEEP KUMAR BANERJEE

Signature Pradeep Kumar Banerjee



	Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
Left hand					
Right hand					

Name ..... HEMANSHU RAJA

Signature Hemanshu Raja

	Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
Left hand					
Right hand					

Name .....

Signature .....



भारत सरकार  
GOVERNMENT OF INDIA



श्रीमान् यशदव  
SANTOSH YADAV  
पिता : बसन्त यशदव  
Father : BASANT PRASAD YADAV  
जन्म तिथि / Year of Birth : 1978  
पुरुष / Male

8728 4900 3022



आधार - साधारण शान्तिसेवा अधिकाय

*Santosh yadav*



ভারতীয় বিনিময় পরিচয় প্রাপ্তিকরণ  
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

১৫/১৬ এম.ডিউটা রোড,

ল.র.সরানি, কলকাতা,

৭০০০২০

Address:

15/16 R.M DUTTA ROAD

L.R.Saranj S.O. L.r.saranj

Kolkata, West Bengal,

700020



1947  
 1800 180 1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No. 1947  
 Bengaluru-560 001

*Sontak valid*

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### Major Information of the Deed



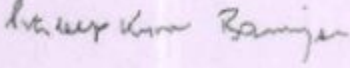
Deed No :	I-1603-13906/2023	Date of Registration	08/09/2023
Query No / Year	1603-2002263421/2023	Office where deed is registered	
Query Date	05/09/2023 11:52:42 AM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Baidyanath Dolui Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9064896216, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 30,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 2,84,70,696/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 30,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nakuleshwar Bhattacharya Lane, , Premises No: 28/2/3A, , Ward No: 084 Pin Code : 700026

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	5 Katha 15 Chatak	1/-	2,84,70,696/-	Property is on Road
<b>Grand Total :</b>				9.7969Dec	1 /-	284,70,696 /-	

### Land Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr PRADEEP KUMAR BANERJEE</b> Son of Late SUDHIR RANJAN BANERJEE Executed by: Self, Date of Execution: 08/09/2023 , Admitted by: Self, Date of Admission: 08/09/2023 ,Place : Office			
	08/09/2023		LTI 08/09/2023	08/09/2023

28/2B NAKULESWAR BHATTACHARYA LANE, City:- Not Specified, P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx6N, Aadhaar No: 58xxxxxxxx1881, Status :Individual, Executed by: Self, Date of Execution: 08/09/2023 , Admitted by: Self, Date of Admission: 08/09/2023 ,Place : Office

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>VASUDEVA BUILDERS</b> 17 MOHINI MOHAN ROAD, City:- Not Specified, P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 , PAN No.:: ADxxxxxx9C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr HEMANSHU RAJA</b> (Presentant) Son of Mr NAVNIT KUMAR RAJA Date of Execution - 08/09/2023, , Admitted by: Self, Date of Admission: 08/09/2023, Place of Admission of Execution: Office			
	13A BALARAM BOSE 2ND LANE, City:- Not Specified, P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx9C, Aadhaar No: 28xxxxxxxx0079 Status : Representative, Representative of : VASUDEVA BUILDERS (as SOLE PROPRIETOR)	Sep 8 2023 2:28PM	LTI 08/09/2023	08/09/2023

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SANTOSH YADAV</b> Son of Late BASANT YADAV 15/1G R M DUTTA ROAD, City:- Not Specified, P.O:- L R SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020			
Identifier Of Mr PRADEEP KUMAR BANERJEE, Mr HEMANSHU RAJA	08/09/2023	08/09/2023	08/09/2023

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr PRADEEP KUMAR BANERJEE	VASUDEVA BUILDERS-9.79688 Dec



**Endorsement For Deed Number : I - 160313906 / 2023**

On 08-09-2023

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 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 11:18 hrs on 08-09-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr HEMANSHU RAJA ..

**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 2,84,70,696/-

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

Execution is admitted on 08/09/2023 by Mr PRADEEP KUMAR BANERJEE, Son of Late SUDHIR RANJAN BANERJEE, 28/2B NAKULESWAR BHATTACHARYA LANE, P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Others

Identified by Mr SANTOSH YADAV, , Son of Late BASANT YADAV, 15/1G R M DUTTA ROAD, P.O: L R SARANI, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by profession Business

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

Execution is admitted on 08-09-2023 by Mr HEMANSHU RAJA, SOLE PROPRIETOR, VASUDEVA BUILDERS (Sole Proprietorship), 17 MOHINI MOHAN ROAD, City:- Not Specified, P.O:- L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Mr SANTOSH YADAV, , Son of Late BASANT YADAV, 15/1G R M DUTTA ROAD, P.O: L R SARANI, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 30,053.00/- ( B = Rs 30,000.00/- ,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 30,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/09/2023 4:37PM with Govt. Ref. No: 192023240208476888 on 07-09-2023, Amount Rs: 30,021/-, Bank: SBI EPay ( SBIPay), Ref. No. 2452714308115 on 07-09-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 822, Amount: Rs.100.00/-, Date of Purchase: 07/09/2023, Vendor name: Tapan Kr Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/09/2023 4:37PM with Govt. Ref. No: 192023240208476888 on 07-09-2023, Amount Rs: 39,921/-, Bank: SBI EPay ( SBIPay), Ref. No. 2452714308115 on 07-09-2023, Head of Account 0030-02-103-003-02

**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 383059 to 383095

being No 160313906 for the year 2023.



*[Handwritten signature]*

Digitally signed by Debasish Dhar  
Date: 2023.09.15 16:23:49 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 15/09/2023

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.