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L. 8950/2022



পশ্চিমবঙ্গ পশ্চিম বঙ্গ WEST BENGAL
 The Signature sheet and the agreement sheets attached with this document are the part of this document.

H 045664

2 PM
21/6

Addl. District Sub-Registrar
 Behala, South 24 Parganas

24 JUN 2022

JOINT DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT made this the ^{24th} day of June 2022 (Two Thousand Twenty Two);

BETWEEN

82/187955-8/2

SI NO. 578 RS 5000/- Date 22-06-2022

Name: A.K. Chakraborty (Adv)

Address: Alipore Judge Court

A.D.S.R. Office (Behala)

Lisence Stamp Vandor

PK Laskar

P.K. Laskar



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A.D.S.R. Behala
24 JUN 2022
Dist. South 24 Pgs.

Major Information of the Deed

Deed No :	I-1607-08950/2022	Date of Registration	24/06/2022
Query No / Year	1607-2001879558/2022	Office where deed is registered	
Query Date	22/06/2022 1:55:31 AM	A.D.S.R. BEHALA, District. South 24-Parganas	
Applicant Name, Address & Other Details	Md Mahsin 63, Panch Masjid Road,, Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700063, Mobile No. : 9831672757, 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 : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 52,70,875/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 2,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



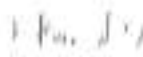
District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Narayan Roy Road, Road Zone : (K.K.Roy Choudhury Rd – Rest (Ward 125,126)) , Premises No: 74C, , Ward No: 125 Pin Code : 700008

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	6 Katha 25 Sq Ft	1/-	52,43,875/-	Width of Approach Road: 12 Ft.,
Grand Total :				9.9573Dec	1/-	52,43,875 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1/-	27,000 /-	



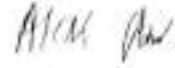


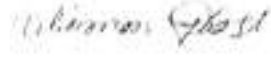
and Lord Details

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Sk Monirul Islam Son of Md. Hasem Molla Executed by: Self, Date of Execution: 24/06/2022 Admitted by: Self, Date of Admission: 24/06/2022, Place of Office:	 <small>24/06/2022</small>	 <small>L1 24/06/2022</small>	 <small>24/06/2022</small>
Z: 1/49, Dr A K Road,, City: , P.O:- BadarLala, P.S:- Nadiad, District: South 24 Parganas, West Bengal, India, PIN:- 700044 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.: AAxxxxxx6N, Aadhaar No: 78xxxxxxx1368, Status: Individual, Executed by: Self, Date of Execution: 24/06/2022 , Admitted by: Self, Date of Admission: 24/06/2022, Place: Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	B G Real Estate 19, Banamali Naskar Road,, City: , P.O:- Parnasree, P.S:- Behala, District: South 24 Parganas, West Bengal, India, PIN:- 700060 , PAN No:- AAxxxxxx6H,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
	Mr Alok Barman Son of Late Kalipada Barman Date of Execution - 24/06/2022, , Admitted by: Self, Date of Admission: 24/06/2022, Place of Admission of Execution: Office	 <small>Jun 24 2022 2:35PM</small>	 <small>L1 24/06/2022</small>	 <small>24/06/2022</small>
23, Kedar Chatterjee Lane,, City:- , P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AExxxxxx1G, Aadhaar No: 76xxxxxxx7715 Status: Representative, Representative of: B G Real Estate (as partner)				
2	Name	Photo	Finger Print	Signature
	Mr Dhiman Ghosh (Presentant) Son of Late Mohanto Ghosh Date of Execution - 24/06/2022, , Admitted by: Self, Date of Admission: 24/06/2022, Place of Admission of Execution: Office	 <small>Jun 24 2022 2:35PM</small>	 <small>L1 24/06/2022</small>	 <small>24/06/2022</small>

No. Dakhin Behala Road., City - , P.O:- Sarsuna P S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: AHxxxxxx7Q, Aadhaar No Not Provided by UIDAI Status : Representative. Representative of : B G Real Estate (as partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Sk. Md Mahsin Son of Late Sk Md Shahriar 63, Panch Masjid Road., City:- , P.O:- Thakurpukur, P.S:-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700063			<i>Sk Md Mahsin</i>
	24/06/2022	24/06/2022	24/06/2022

Identifier Of Sk Monirul Islam, Mr Alok Barman, Mr Dhiman Ghosh

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Sk Monirul Islam	B G Real Estate-9.95729 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Sk Monirul Islam	B G Real Estate-100.00000000 Sq Ft

On 22-06-2022

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 52,70,875/-



Asis Kumar Dutta
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 24-06-2022

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 14:00 hrs on 24-06-2022, at the Office of the A.D.S.R. BEHALA by Mr Dhiman Ghosh

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

Execution is admitted on 24/06/2022 by Sk Monirul Islam, Son of Md Hasem Molla, Z-3/49, Dr A K Road,, P.O: Badartala, Thana: Nadial, , South 24-Parganas, WEST BENGAL, India, PIN - 700044, by caste Muslim, by Profession Business

Indetified by Sk. Md Mahsin, , Son of Late Sk Md Shahriar, 63, Panch Masjid Road,, P.O: Thakurpukur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700063, by caste Muslim, by profession Service

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

Execution is admitted on 24-06-2022 by Mr Alok Barman, partner, B G Real Estate (Partnership Firm), 19, Banamali Naskar Road,, City:- , P.O:- Parnasree, P.S:-Behala, District :-South 24-Parganas, West Bengal, India, PIN:- 700060

Indetified by Sk. Md Mahsin, , Son of Late Sk Md Shahriar, 63, Panch Masjid Road,, P.O: Thakurpukur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700063, by caste Muslim, by profession Service

Execution is admitted on 24-06-2022 by Mr Dhiman Ghosh, partner, B G Real Estate (Partnership Firm), 19, Banamali Naskar Road,, City:- , P.O:- Parnasree, P.S:-Behala, District :-South 24-Parganas, West Bengal, India, PIN:- 700060

Indetified by Sk. Md Mahsin, , Son of Late Sk Md Shahriar, 63, Panch Masjid Road,, P.O: Thakurpukur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700063, by caste Muslim, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,021/- (B = Rs 2,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/06/2022 3:48PM with Govt. Ref. No: 192022230056431948 on 22-06-2022, Amount Rs: 2,021/-, Bank: SBI EPay (SBIPay), Ref. No. 2041201256238 on 22-06-2022, Head of Account 0030-03-104-001-16

Form of Stamp Duty

Stamp duty is levied on the value of the instrument at the time it is made. It is payable by the person who is liable to pay the stamp duty. The stamp duty is payable on the value of the instrument at the time it is made. It is payable by the person who is liable to pay the stamp duty. The stamp duty is payable on the value of the instrument at the time it is made. It is payable by the person who is liable to pay the stamp duty.

Form of Stamp Duty

RENTAL CONTRACT AND AGREEMENT
Dated this 1st day of 2014 between
South of Progress, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1607-2022, Page from 281891 to 281942
being No 160708950 for the year 2022.



Digitally signed by ASIS KUMAR DUTTA
Date: 2022.06.28 17:26:17 +05:30
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2022/06/28 05:26:17 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

SK MONIRUL ISLAM, PAN- AANPI5936N, & Aadhaar No.782726321368, son of Mohd Hasem Molla, by faith Muslim, by Nationality-Indian, by Occupation:- Business, at present residing at Z-3/49, Dr. A. K. Road, P.O.- Badartala, P.S.- Nadial, Kolkata 700044, Hereinafter jointly called and referred to as the **"OWNER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

"B.G.REAL ESTATE" PAN-AAXFB7746H, a Partnership firm having its registered office at 19, Banamali Naskar Road, P.O. Parnasree, Police Station:- Parnasree, Kolkata-700060, represented by its partners **(1) ALOK BARMAN, PAN: AEFPB3121G, Aadhaar No. 766482667715**, son of Late Kalipada Barman, by faith- Hindu, by Nationality-Indian, by Occupation-Business, residing at, 23, Kedar

Chatterjee Lane, P.O:- Behala, P.S. Parnasree, Kolkata-700034, **(2) SRI DHIMAN GHOSH PAN- AHEPG1897Q**, Son of Late Mohanto Ghosh, by faith- Hindu, by Nationality- Indian, by Occupation-Business, residing at 130, Dakhin Behala Road, P.O. Sarsuna, Police Station: Thakurpukur, Kolkata:- 700061, hereinafter called the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office, administrators and assigns) of the **OTHER PART.**

WHEREAS originally one Sadhan Chandra Roy Chowdhury and his brother Hari Charan @ Anil Kumar Roy Chowdhury executed a Bengali Settlement Deed by and between themselves and registered the same before the District Registrar at Alipore vide Book No.I, Volume No.60, Pages 86 to 90, being Deed No. 3221 for the year 1952 and accordingly the said Sadhan Chandra Roy Chowdhury became the absolute owner of all that a piece or parcel of land measuring more or less 7 Cottahs 7 Chittacks together

Chatterjee Lane, P.O:- Behala, P.S. Parnasree, Kolkata-700034, (2) **SRI DHIMAN GHOSH PAN- AHEPG1897Q**, Son of Late Mohanto Ghosh, by faith- Hindu, by Nationality- Indian, by Occupation-Business, residing at 130, Dakhin Behala Road, P.O. Sarsuna, Police Station: Thakurpukur, Kolkata:- 700061, hereinafter called the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office, administrators and assigns) of the **OTHER PART.**

WHEREAS originally one Sadhan Chandra Roy Chowdhury and his brother Hari Charan @ Anil Kumar Roy Chowdhury executed a Bengali Settlement Deed by and between themselves and registered the same before the District Registrar at Alipore vide Book No.I, Volume No.60, Pages 86 to 90, being Deed No. 3221 for the year 1952 and accordingly the said Sadhan Chandra Roy Chowdhury became the absolute owner of all that a piece or parcel of land measuring more or less 7 Cottahs 7 Chittacks together

with R.T.S. measuring 200 sq.ft in Mouza-Paschim Barisha, J.L. No. 19, Touzi No. 1-6,8-10, 12-16, under R.S. Khatian No. 268 and 916, appertaining to R.S. Dag No. 634, P.S. Thakurpukur, Kolkata-700008, under Ward No.123, being known as Premises No. 74, Narayan Roy Road.

AND WHEREAS which the said Sadhan Chandra Roy Chowdhury was in possession and enjoyment of the same by paying all taxes and outgoings.

AND WHEREAS while the said Sadhan Chandra Roy Chowdhury was in possession and enjoyment of the aforesaid property he by a registered Deed of Conveyance sold, conveyed his said property to one Mr. Harekrishna Kundu. The said Deed of Conveyance was registered in the Office of the Joint Sub-Registrar at Alipore and recorded in Book No.I, being No. 3221 for the 1952.

AND after purchasing the said property Mr. Harekrishna Kundu has become the absolute owner of the piece and parcel of land measuring about 7 Cottahs and 7 Chittacks alongwith a RTS structure of 200 sq.ft at Mouza-Paschim Barisha, J.L. No. 19, Touzi No. 1-6,8-10, 12-16, under R.S. Khatian No. 268 and 916, appertaining to R.S. Dag No. 634, P.S. Thakurpukur, Kolkata-700008, under Ward No.125, being known as Premises No. 74C, Narayan Roy Road, hereinafter called the said property and morefully described in the SCHEDULE "A" hereunder below.

AND WHEREAS the said Harekrishna Kundu executed a registered power of attorney in favour of one Lal Mohan Banerjee as aforementioned vide Book No. IV, CD Volume No. 2, Pages 4775 to 4797 being No. 00796 for the year 2013 before the A.D.S.R. at Behala for selling this said property in favour of any third party.

AND WHEREAS the said Harekrishna Kundu while was in possession and enjoyment of the said property he for his

necessity by a registered Deed of Conveyance dated 05.02.2003, sold conveyed and transferred to Sk. Monirul Islam all that a demarcated piece or parcel of land measuring more or less 7 Cottahs and 7 Chittacks alongwith a RTS structure of 200 sq.ft at Mouza-Paschim Barisha, J.L. No. 19, Touzi No. 1-6,8-10, 12-16, under R.S. Khatian No. 268 and 916, appertaining to R.S. Dag No. 634, P.S. Thakurpukur, Kolkata-700008, under Ward No.125, being known as Premises No. 74C, Narayan Roy Road. The said Deed of Conveyance was registered in the Office of the D.S.R.III Alipore South 24 Parganas and recorded in Book No I, Volume No. 1603-2020, being No. 160300325, Page from 13194 to 13215, for the year 2020.

AND WHEREAS after purchasing the said property said Monirul Islam has duly mutated his name in competent places and is in possession and enjoyment of the said property by paying all taxes and outgoings.

AND WHEREAS after obtaining absolute right title and interest Sk. Monirul Islam while was in possession and enjoyment of the aforesaid property he for his necessity sold, conveyed and transferred **ALL THAT** a demarcated piece or parcel of land measuring more or less **1 Cottahs 6 Chittacks 20 sq.ft together with 100 sq.ft R.T. shed** structure standing thereon out of 7 Cottahs 7 Chittacks together with 200 sq.ft R.T. shed structure standing thereon situated and lying at Mouza-Paschim Barisha, J.L. No. 19, Touzi No. 1-6, 8-10, 12-16, under R.S. Khatian No. 268 & 916, appertaining to R.S. Dag No. 634, being Municipal Premises No. 74C, Narayan Roy Road, P.S. Thakurpukur, Kolkata-700008, unto and in favour of **(1)ALOK BARMAN (2) SRI DHIMAN GHOSH**. The said Deed of Conveyance was registered in the Office of the A.D.S.R. Behala and recorded in Book No.I, being No., for the year 2022.

AND WHEREAS after selling out the aforesaid piece of land the party hereto of the One Part is now seised and possessed of or otherwise well and sufficiently entitled to **ALL THAT** a piece or parcel of land measuring more or less **6 Cottahs 25**

Sq.ft along with a RTS structure of 100 sq.ft at Mouza-Paschim Barisha, J.L. No. 19, Touzi No. 1-6,8-10, 12-16, under R.S. Khatian No. 268 and 916, appertaining to R.S. Dag No. 634, P.S. Thakurpukur, Kolkata-700008, under Ward No.125, being known as Premises No. 74C, Narayan Roy Road, as hereinafter called and referred to as the said property and morefully described in the **SCHEDULE "A"** hereunder below.

AND WHEREAS being desirous of developing the said property the owner decided to erect/construct a multistoried building upon their said property is measuring more or less **6 Cottahs 25 Sq.ft** along with a RTS structure of 100 sq.ft structure standing thereon as described in **SCHEDULE "A"** for development and while the owners were in search of a good developer, they came across with the developer herein and on the basis of the discussions had between the parties, and after perusal of all the documents of the title of the owners herein and having been primarily satisfied thereof, the developer has accepted the proposal of the Owners to

develop the said property on the terms and conditions herein below stated.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS :-

1. **OWNER: SK MONIRUL ISLAM, PAN- AANPI5936N, & Aadhaar No.782726321368**, son of Mohd Hasem Molla, by faith Muslim, by Nationality-Indian, by Occupation:- Business, at present residing at Z-3/49, Dr. A. K. Road, P.O.- Badartala, P.S.- Nadial; Kolkata 700044.

2. **DEVELOPER: "B.G.REAL ESTATE" PAN-AAXFB7746H**, a Partnership firm having its registered office at 19, Banamali Naskar Road, P.O. Parnasree, Police Station:- Parnasree, Kolkata-700060, represented by its partners **(1) ALOK BARMAN, PAN: AEFPB3121G, Aadhaar No. 766482667715**, son of Late Kalipada Barman, by faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at, 23, Kedar Chatterjee Lane, P.O:- Behala, P.S. Parnasree, Kolkata-700034, **(2) SRI DHIMAN GHOSH PAN-**

AHEPG1897Q, Son of Late Mohanto Ghosh, by faith- Hindu, by Nationality-Indian, by Occupation-Business, residing at 130, Dakhin Behala Road, P.O. Sarsuna, Police Station: Thakurpukur, Kolkata:- 700061.

3. **THE SAID PROPERTY:** Shall mean **ALL THAT** a piece or parcel of land measuring more or less **6 Cottahs 25 Sq.ft** alongwith a RTS structure of 100 sq.ft at Mouza-Paschim Barisha, J.L. No. 19, Touzi No. 1-6,8-10, 12-16, under R.S. Khatian No. 268 and 916, appertaining to R.S. Dag No. 634, P.S. Thakurpukur, Kolkata-700008, under Ward No.125, being known as Premises No. 74C, Narayan Roy Road, as hereinafter called and referred to as the said property and morefully described in the **SCHEDULE "A"** hereunder below.

4. **BUILDING** : Shall mean and include the new building to be constructed at the premises mentioned in earlier paragraphs.

5. **COMMON FACILITIES:** Shall mean and include main entrance gate, side space, back space, front space, provided by the developer, water facilities which will be provided by the developer in the new building from K.M.C. water supply, Roof, Staircase, Drainage and Sewerage and all the facility and amenities available therein.

6. **SALEABLE SPACE:** Shall mean the space in the new building available for independent use and occupation by the developer after making due provisions for common facilities and space required and after giving possession of the owners' allocation, the developer shall be able to execute and registrar the final deed of conveyance in favour of the purchaser/ purchasers in respect of their allocation in the new building. However the developer shall be able to enter into agreement/agreements with the intending purchaser/purchasers of their allocation and shall be able to receive all earnest money and consideration money.

7. **OWNERS' ALLOCATION:** Shall mean that on completion of the entire building in all respects the Developer shall at the first instance provide to the Owners **ALL THAT one flat on the top floor being Flat No.A-3 measuring more or less 992 sq.ft super built up area, and another flat on the 1st floor being Flat No.D-1 measuring more or less 1002 sq.ft super built up area.**

Besides aforesaid the Developer shall pay to the owner a sum of Rs. 33,00,000/- (Rupees Thirty Three Lakh) only, towards forfeited money subject to deduction of the cost of construction of one covered area measuring 16'6 x 21'4 on the ground floor, for the Owner and after deducting a sum of Rs. 2,00,000/- (Rupees Two Lakh) only, to the existing Sasthakendra and after deducting the said construction cost and the said sum of Rs. 2,00,000/- (Rupees Two Lakh) only, the balance amount will be paid to the Owner towards forfeited amount and so far the developer has already paid a consideration part of the amount as agreed to be paid.

The developer has paid to the owner a sum of Rs.2,00,000/- (Rupees Two Lakh) only, simultaneously with the execution of this agreement which amount will also be deducted from the amount to be paid to the owner towards forfeited money.

8. DEVELOPER'S ALLOCATION: Shall mean remaining available F.A.R. out of 100% F.A.R. of the new building including the common facilities absolutely belonged to the Developer after handing over to the owner's allocation as aforesaid and together with the absolute right on the part of the Developer in dealing with the same with the prospective buyer/buyers and intending transferee/ transferees, in respect of their allocated area. The owner shall have no responsibility towards the amount received by the developer in their own account for sale of developer's allocation.

9. **THE ARCHITECT:** Shall mean such person or persons with requisite qualification who will be appointed by the Developer for designing and planning of the new building.

10. **BUILDING PLAN:** Will mean such plan that will be prepared by the Developer for the land described in **SCHEDULE -"A"** and shall be sanctioned by the K.M.C.

11. **TRANSFER:** With its grammatical variations shall include transfer by possession for effecting what is understood as a transfer of space in the building to purchasers thereof although the same will be without causing in any manner inconvenience or disturbance to the owner.

12. **TRANSFeree:** Shall mean a person firm, limited company, association of persons to whom any space in the building will be transferred.

13. **TIME:** Shall mean the construction shall be completed positively within 30 months from the date of sanction of the building plan from K.M.C. and/or from the date of receiving of the vacant unencumbered possession of the said property whichever is later. In case of any reasonable difficulties and circumstances beyond control of the Developer, the completion time of the proposed building may be extended as mutually agreed upon by the parties here to but in any case the said extended period shall not exceed 6 months.

14. **WORDS:** Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neuter gender shall include masculine and feminine genders.

COMMENCEMENT:

This agreement shall be deemed to have commenced with effect from the date of execution of this agreement.

OWNERS RIGHT AND REPRESENTATION

1. The owners are absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said property.
2. None other than the owner except the legal heirs has any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.
3. There is no excess vacant land at the said property within the meaning of the Urban land (ceiling and regulation) Act, 1976.
4. Save and except the Owner and legal heirs, nobody else have any right, title, interest, claim, and demand whatsoever or howsoever and in respect of the said property.
5. The Owners have not sold, entered into any Agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said property prior to execution of this Agreement.
6. The said premises are not subject to any notice of acquisition or requisition.

DEVELOPER'S RIGHT

1. The owners herein grant, subject to what has been hereunder provided exclusive right to the Developer to erect upon and to exploit commercially the said properties and shall be able to construct the new building thereon.

2. All application, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the owners at their own costs and expenses, and the Developer shall pay charges and bear all fees including architects fees required to be paid or deposited for exploitation of the said property provided, however that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposit made by the Developer.

3. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the said property or any part thereof the Developer or as creating any right, title or interest in respect of the Developer other than



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A.D.S.R. Benala
24 JUN 2022
Dist. - Solapur Pgs. 24

an exclusive right and interest by the Developer to commercially exploit the same in terms hereof and to deal with the entire allocation in the new building in the manner herein after stated.

CONSIDERATION:

1. In consideration of the owner having agreed to permit the developer to commercially exploit the said property and to construct, erect and build a new building in accordance with the plan which will be sanctioned and in accordance with the specification and materials, description of which are stated in details in Schedule-"C" below.
2. Shall mean that on completion of the entire building in all respects the Developer shall at the first instance provide to the Owners **ALL THAT one flat on the top floor being Flat No.A-3 measuring more or less 992 sq.ft super built up area, and another flat on the 1st floor being Flat No.D-1 measuring more or less 1002 sq.ft super built up area.**

Besides aforesaid the Developer shall pay to the owner a sum of Rs. 33,00,000/- (Rupees Thirty Three Lakh) only, towards forfeited money subject to deduction of the cost of construction of one covered area measuring 16'6 x 21'4 on the ground floor, for the Owner and after deducting a sum of Rs. 2,00,000/- (Rupees Two Lakh) only, to the existing Sasthakendra and after deducting the said construction cost and the said sum of Rs. 2,00,000/- (Rupees Two Lakh) only, the balance amount will be paid to the Owner towards forfeited amount and so far the developer has already paid a consideration part of the amount as agreed to be paid.

The developer has paid to the owner a sum of Rs. 2,00,000/- (Rupees Two Lakh) only, simultaneously with the execution of this agreement which amount will also be deducted from the amount to be paid to the owner towards forfeited money.

POSSESSION:

1. The Owners shall handover vacant unencumbered possession of the said property to the Developer for proper

implementation and fulfillment of the proposed project within 7(Seven) days from the date of service/verbal intimation of the developer to the owners.

2. The Developer shall on completion of the new building, hand over to the owners the undisputed and habitable possession of the owners' allocation together with all rights in common to the common portion prior to handing over possession to any intending Purchasers.

3. The Developer shall be exclusively entitled to the Developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affecting the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.

4. In so far as necessary all dealing by the Developer in respect of the new building shall be in the name of the owner for which purpose the owner undertake to give the developer a registered power of attorney in a form and manner as will be required by the developer to deal with the prospective

implementation and fulfillment of the proposed project within 7(Seven) days from the date of service/verbal intimation of the developer to the owners.

2. The Developer shall on completion of the new building, hand over to the owners the undisputed and habitable possession of the owners' allocation together with all rights in common to the common portion prior to handing over possession to any intending Purchasers.

3. The Developer shall be exclusively entitled to the Developer's allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affecting the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.

4. In so far as necessary all dealing by the Developer in respect of the new building shall be in the name of the owner for which purpose the owner undertake to give the developer a registered power of attorney in a form and manner as will be required by the developer to deal with the prospective

buyers of the developer's allocation and for receiving all earnest money, booking money and for execution and registration of all deed of conveyances on receipt of the consideration money from the buyers of the developer's allocation and to do all allied jobs for registration but those sale deeds shall only be executed after handing over owner/s allocation. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the owner nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

5. That the owners shall execute the deed of conveyance in favour of the Developer or its nominee in respect of such part or parts of the developer's allocation in the new building as shall be required by the Developer. All costs and all expenses for that purpose will be borne and paid by the Developer.

COMMON FACILITIES:

i) The developer shall pay and bear all property taxes and other dues and outgoings in respect of the said property

from the date of handing over the vacant possession of the said property by the Owners to the developer. If there are any dues of property remaining unpaid taxes or any other taxes regarding the said property before the date of handing over the same to the Developer, that would be borne by the Owner.

ii) As soon as new building is completed within the time hereinafter mentioned the Developer shall give written notice to the owners for their allocation in the building and there being no dispute regarding the completion of the building in terms of this agreement and according to the specification and plan and after 30 days from the date of serving of such notice and at all times thereafter the owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the Owners' allocation, the said rates to be apportioned if they are levied on the building as a whole.

iii) From the date of handing over the possession of the owners' allocation, the owner shall pay the developer or to the owners' association as the case may be the service charges for the common facilities in the new building said service charges to be fixed by the consent of the Owners as well as occupiers of the new building.

iv) Any transfer of any part of the Owners' allocation in the new building shall be subject to the provisions hereof and the transferee shall thereafter be responsible in respect of the space transferred for payment of the said rate and service charges for enjoying the common facilities.

v) The Owners shall not do any act, deed or thing whereby the Developer shall be prevented from completion of construction of the said building.

COMMON RESTRICTION

1. The Owners' allocation in the new building shall be subject to the same **restrictions on transfer and use** as are

applicable to the Developer's allocation in the new building intended for common benefits of all occupiers of the new building which shall include **the followings :-**

a) The Developer shall not use or permit to be used of the Owners' allocation in the new 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 nuisances hazard to the Owners/Occupiers of the new building. The Developer and his nominee/ nominees shall also not use or permit to be used of the Developer's allocation in the new building or any portion thereof for carrying or any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazards to the Owner of the new building.

b) Both the parties shall abide by the laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without invading the right of the Owners.

c) The respective allottee shall keep their respective allocation in the building in good working conditions and repairs.

d) Neither party shall throw/accumulate any dirt rubbish waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound corridors any other portions of the new building.

OWNERS' OBLIGATION:

1. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the building at the said property by the Developer.

2. The Owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any portion or portions of the Developer's allocated portion in the building or of the said property save and except the undivided share of land of the owner's allocation .

3. The Owners hereby agree and covenant with the developer not to let out grant, lease, mortgage and/or charges the allocated portion of the Developer but shall have all right to let out grant, lease, mortgage and/or charges, her allocated portion to any person/ persons, company/ companies.

4. The Owners shall hand over to the Developer all original deeds and documents, muniments, papers, etc. and the same will remain in the custody of Developer till handing over possession of the Owners allocation in the new building but ultimately the original document shall be handed over to the Owner association of the proposed building for its protection preservation and for future reference.

DEVELOPER'S OBLIGATION

THE DEVELOPER HEREBY AGREES AND COVENANT WITH THE OWNERS:-

a) The Developer shall complete the construction of the new building within 18 months from the date of sanction of the

building plan or receiving vacant possession whichever will be later.

b) Not to violate or contravene any of the provisions or rules application for construction of the building.

c) The Developer shall handover Owners' allocation in the manner as follows:-

d) The Developer shall complete the construction of the building within 30 months from the date of sanction of the building plan or from the date of receiving vacant possession of the said from the Owners whichever will be later unless prevented by any circumstances, beyond their control including force majeure, the Developer shall handover the possession of the habitable flats and other common areas, facilities etc, under the Owners' allocation to the Owners within the aforesaid stipulated period.

e) The Developer shall not transfer or assign their right to construct the said building under this agreement to any other person or persons or firm or company. In case of such illegal transfer assignment this agreement will automatically

come to an end and Owner will at once take possession of the property after refunding the refundable balance to the Developer within a reasonable time period.

OWNERS' INDEMNITY:

- a) The Owners' hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy their allocated portion without any interference and/or disturbance provided the Developer's performance and fulfillment of all the terms and conditions herein contained and/or its part to be observed and performed.
- b) Both the parties shall abide by the laws, rules and regulation of Government, local bodies and associations when formed in future as the case may be without invading the right of the Owners.
- c) The respective allottee shall keep their respective allocation in the building in good working conditions and repairs.

d) Neither party shall throw/accumulate any dirt rubbish waste or refuse or permit the same to be thrown or accumulated in or around the new building or in the compound corridors of any other portions of the new building.

OWNERS' OBLIGATION:

1. The owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the building at the said property by the Developer.
2. The owners hereby agree and covenant with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling, assigning and/ or disposing of any portion or portions of the Developer's allotted portion in the building or of the said property save and except the undivided share of land of the owner's allocation.

3. The owners hereby agree and covenant with the developer not to let out grant, lease, mortgage and/or charges the allocated portion of the developer but shall have all right to let out grant, lease mortgage and/or charges their allocated portion to any person/ persons, company/companies.

4. The owners have further agreed to present before the Registrar of any registration authority and to put/ execute all acts, deeds and things as will be necessary time to time.

DEVELOPERS INDEMNIFY:

1. The Developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any sort of act or commission or omission of the developer in or in relation to the construction of the said new building strictly in terms of the plan to be sanctioned by the Kolkata Municipal Corporation on that behalf.

2. The Developer hereby undertakes to keep the owner indemnified against all action suits cost proceedings and

claim that may arise out of the developer's allocation with regard to the development of the said premises and/or in the matter of construction of the building and/or any defect therein.

MISCELLANEOUS:

1. The Owners and the Developer have entered into the agreement surely as a contract and nothing contained herein shall be deemed to construe as partnership between the developer and the owner. The parties hereto can proceed with this agreement.

2. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the owners of the said property or any part thereof to the developer or as creating any right title and interest in respect thereof in the developer other than an exclusive right to exploit the same in terms thereof provided however the developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the owners of effecting and

their estate shall not be encumber and/or be liable for payment of any dues of such bank or banks and for that purpose the developer shall keep the owners' indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.

FORCE MAJURE:

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended during the duration of such majeure,
2. Force majeure shall mean floods, earth quake, riot, war, storm, tempest, civil commotion, strikes, lock-out and or any other act or commission beyond the control of the parties hereto.

JOINT OBLIGATION:

The Developer shall develop and construct a multi storeyed building on the said land as per Corporation as per present rules in vogue.

The Owners will lend their names and signatures in all papers, plans, documents and deeds those may come on the way of the developer for successful implementation of the project since the project will be promoted in the owner's name and under the owner's allocation.

SCHEDULE -"A" ABOVE REFERRED TO

ALL THAT a piece or parcel of land measuring more or less **6 Cottahs 25 Sq.ft** alongwith a **RTS structure of 100 sq.ft** at Mouza-Paschim Barisha, J.L. No. 19, Touzi No. 1-6, 8-10, 12-16, under R.S. Khatian No. 268 and 916, appertaining to R.S. Dag No. 634, P.S. Thakurpukur, Kolkata-700008, under

Ward No.125, being known as Premises No. 74C, Narayan Roy Road. The said property is shown by butted and bounded by.

- ON THE NORTH** : Land of Daulat Mukherjee
- ON THE SOUTH** : 8'ft wide Private Passage
- ON THE EAST** : 12'ft wide K.M.C. Road.
- ON THE WEST** : Land of Alope Barman and Dhiman Ghosh

**SCHEDULE- "B" ABOVE REFERRED TO
(OWNER ALLOCATION)**

Shall mean that on completion of the entire building in all respects the Developer shall at the first instance provide to the Owners **ALL THAT one flat on the top floor being Flat No.A-3 measuring more or less 992 sq.ft super built up area, and another flat on the 1st floor being Flat No.D-1 measuring more or less 1002 sq.ft super built up area.**

Besides aforesaid the Developer shall pay to the owner a sum of Rs. 33,00,000/- (Rupees Thirty Three Lakh) only, towards forfeited money subject to deduction of the cost of construction of one covered area measuring 16'6 x 21'4 on the ground floor, for the Owner and after deducting a sum of Rs. 2,00,000/- (Rupees Two Lakh) only, to the existing Sasthakendra and after deducting the said construction cost and the said sum of Rs. 2,00,000/- (Rupees Two Lakh) only, the balance amount will be paid to the Owner towards forfeited amount and so far the developer has already paid a consideration part of the amount as agreed to be paid.

The developer has paid to the owner a sum of Rs. 2,00,000/- (Rupees Two Lakh) only, simultaneously with the execution of this agreement which amount will also be deducted from the amount to be paid to the owner towards forfeited money.

**SCHEDULE- "C" ABOVE REFERRED TO:
SPECIFICATION**

1. **Structure:** R.C.C. (1.1 1/2/3) frame structure with isolated column footing foundation or as per design requirement.
2. **Brick work:** Brick work with good quality bricks. Outer wall 8" bricks work in C.M. (1.5). Inner partition wall 5" Brick in C.M. (1.4) with H.B. netting. Partition wall between two flats 5" Brick work in C.M. (1.5) with H.B. Netting.
3. **Flooring:** Drawing Room, Bed Room, kitchen, toilets and balcony Good quality Vitrified Tiles. All window sills with marble.
4. **Door:** 5" x 2 1/2" sal wooden door frame for main door, 4" x 2" 1/2" sal wooden door frame for bed rooms, drawings cum dining, 4" x 2" wooden door frame for verandah, Toilet and Kitchen, 1-1/2" thick commercial flush door for all inside door and main door. PVC laminated door in toilets.
5. **Windows:** Ornamental Grill with Good quality Aluminum sliding in all Bedrooms, Drawing Dining Room & Kitchen. Integrated Steel window with grill in Toilets.

6. **Doors and windows fittings:** Good quality Aluminum Tower Bolts, Hedge bolts (Heavy) for all bed room doors & verandah doors. One No. godrej Night Latch & One No. ornamental Handel for main door.

7. **Wall finishing:** Cement plastered wall with plaster paris, finish inside plaster with cement mortar 1: 5 and outside plaster with cement mortar(1:5).

8. **Outside Paints:** Cement base paints for exterior walls.

9. **Electricals:** Concealed wiring with 2 lights, one point, one plug point for all rooms, 3 light, 2 fans, 2 plug points each of 15 amps for drawing cum dining hall one light point for main entry and one AC point for Master Bed Room.

10. **Toilet:** dado 6"-0" hight good quality white Glazed tiles, one white European commode/T.O.Pan, with white PVC cistern, one white wash basin, Two nos C.P.Tap, one shower with Arm, one soap dish, one Towel rail etc. One no. Geizer point at Common Toilet only.

11. **Kitchen:** One R.C. cooking platform with black stone finish upto 14 sq.ft. with one steel sink, two C.P. taps, plain white glazed tiles on dado over platform (upto 48").

12. **Water supply:** K.M.C water will be arranged.
13. **Telephone:** Concealed wiring upto drawing room, getting telephone connection will be the Purchaser's responsibility.
14. **Power supply:** Individual meter for each flat to be arranged by individual purchaser of his own cost.
15. **Changes:** No external changes are allowed internal changes may be allowed with prior approval and payment of additional cost before taking up the modifications.
16. **Stair case:** Marble steps and steel railing in one side, wooden top of railing, foot lights.
17. **Roof:** Water proofing (chemical) treatment on roof.
18. **Door and Window Painting:** 2 Coat wooden primer finish all the doors except Toilet. All the grills one coat primer & Two coat enamel paint finish.

IN WITNESSES WHEREOF the parties have set and subscribed their respective hands on the day, month and year first above written.

SIGNED SEALED & DELIVERED

In presence of :-

WITNESSES

1. *Su. Md. Makh*
63, Ahmed masjid Rd
Kol-23

2. *Sauwan Choudhary*
Alipore Judges Court -
Kol-27.

S.K. Manish Datta
Signature of the OWNER
B. G. Real Estate

Manish Datta
Partner

B. G. Real Estate
Dilman Datta

Partner
Signature of the DEVELOPER

Drafted by :

Asok Kumar Choudhary

Advocate

Alipore Judges' Court, Kol-27.

Computed Typed

Makh

Alipore Judges' Court, Kol-27.

RECEIVED of and from within named Developer the within mentioned sum of **Rs. 2,00,000/- (Rupees Two Lakh)** only, has been received by the Owner of this deed as per memo below :-

M E M O

A/c Payee Cheque/Demand Draft / Pay Order No. & Date	Bank	Branch	Amount (Rs.)
000164 Dated 23.06.2022	Bondhan Bank	CIT Road	Rs 2,00,000/-
TOTAL			Rs.2,00,000/-

TOTAL : (RUPEES TWO LAKH) ONLY.

WITNESSES :

1. *En ms. malik*

2. *Soumenjit*

SK. Monirul Haq

SIGNATURE OF THE OWNER



NAME.....

SIGNATURE *Mark [unclear]*

RIGHT HAND	THUMB	MIDDLE	RING	SMALL
LEFT HAND	SMALL	RING	MIDDLE	1st



NAME.....

SIGNATURE *Diana [unclear]*

RIGHT HAND	THUMB	1st	MIDDLE	RING	SMALL
LEFT HAND	SMALL	RING	MIDDLE	1st	THUMB



NAME.....

SIGNATURE *St. [unclear]*

RIGHT HAND	THUMB	1st	MIDDLE	RING	SMALL
LEFT HAND	SMALL	RING	MIDDLE	1st	THUMB

RIGHT THUMB 1st MIDDLE RING SMALL



A. D. S. R. Achala
24 JUN 2022
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