

Netaji Sub

3881/2020

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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL



AD 520180

2000800117/2020

17/7/2020

2000800117/2020

12/8/2020

MY 75, 75, 500

*To view with all four Power*

*Not to be used for the registration of land...*

*Not to be used for the registration of land...*  
 Registrar of Assurances - Kolkata

THIS DEVELOPMENT AGREEMENT made on this 30th day of July, Two Thousand Twenty

BETWEEN

25 AUG 2020

- (1) SRI ANIL CHANDRA PODDAR (PAN AFOPP9493H), (Aadhar Card No. 2283-4696 3624), (2) SRI SUNIL CHANDRA PODDAR (PAN AFJPP6325B), (Aadhar Card No. 9802 9558 7945) (3) SRI SUKUMAR PODDAR (PAN

Case No. 210  
 J(1) 210  
 J(2) 210  
 Total 420  
 Received on 8/5/20  
 ARA-IV  
 Kolkata

Case No. 1328  
 J(1) 210  
 J(2) 350  
 Total 560  
 12.08.20  
 6

084787

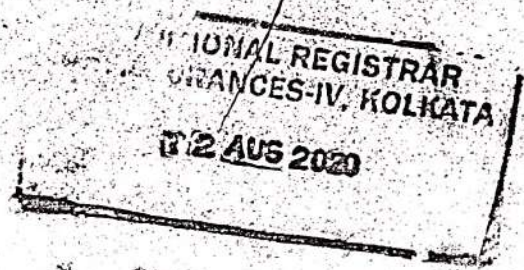
27 JUN 2020

Name : Sanku Singh

Address : Advocate  
Alipur Judge's Court  
Kolkata - 27

Vendor : I. CHAKRABORTY  
6B, Dr. Rajendra Prasad Sarani  
Kolkata - 700 001

*I. Chakrabarty*



19-2020  
Date: 18  
RN:  
EPOST

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

Challan No: 19-202021-004031219-1  
BRN Date: 18/07/2020 11:33:19  
Payment Mode: Online Payment  
Bank: United Bank  
BRN Date: 18/07/2020 11:27:16

DEPOSITOR'S DETAILS

Name: AMRIK CHAKRABORTY  
Contact No.:  
E-mail:  
Address: NETAJINAGAR JADAVPUR KOL 700040  
Applicant Name: Mr Subit Majumdar  
Office Name:  
Office Address:  
Status of Depositor: Others  
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
Payment No 5

PAYMENT DETAILS

Sl No	Identification No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000800117/5/2020	Property Registration- Stamp duty	0030-02-103-003-02	10021
2	2000800117/5/2020	Property Registration- Registration Fees	0030-03-104-001-16	3021

In Words: Rupees Thirteen Thousand Forty Two only

Total

13042



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
12 AUG 2020

AKIPP2561P), (Aadhar Card No. 5923 7662 8074), all sons of late Golok Behari Poddar (4)  
 SRI SUBRATA PODDAR (PAN AGOPP4286B), (Aadhar Card No. 8299 5533 8130) (5)  
 SRI PRIYABRATA PODDAR (PAN CXTPP0614F), (Aadhar Card No. 2623 7236 1202),  
 both sons of Sri Sukumar Poddar, all by nationality Indian, all by faith - Hindu, all residing  
 at 8/18, Netaji Nagar Colony, Police Station - Netajinagar,, Kolkata - 700 092, all  
 hereinafter jointly referred to as the OWNERS (which term or expression shall unless  
 excluded by or repugnant to the shall deem to mean and include their heirs, legal  
 representatives, successors in interest and assigns) of the ONE PART.

AND

M/S. MASON ORGANISATION (PAN No. ABXPC1993J), a partnership firm, having  
 its office at 3/8, Netaji Nagar, Police Station - Jadavpur, Kolkata - 700 040, represented by  
 its partners (1) SRI AMRIK CHAKRABORTY (PAN ANAPC12392), (Aadhar  
 Card No. 2117 8174 3539), son of Sri Achintya Chakraborty, by nationality Indian, by faith  
 - Hindu, residing at 3/8, Netaji Nagar, Police Station - Jadavpur, Kolkata - 700 040 (2)  
 SMT PARAMITA SARKAR (PAN COOPSS235P) (Aadhar Card No. 3283 3843 4358),  
 wife of Sri Subhabrata Sarkar, by nationality Indian, by faith - Hindu, residing at 6/41,  
 Netaji Nagar, Police Station - Jadavpur, Kolkata - 700 092, hereinafter be referred to as the  
 DEVELOPER (which expression unless excluded by or repugnant to the subject or  
 context shall mean and include his heirs, executors, legal representatives and assigns) of the  
OTHER PART.

WHEREAS :

1. The Govt. of West Bengal, with the intent to rehabilitate the Hindu refugees from

*Paramita Sarkar*



ADDITIONAL REGISTRAR  
OF ASSURANCES-IV, KOLKATA  
12 AUG 2020

East Pakistan (now Bangladesh) acquired amongst others the land in Plot (Dag No.) 249, Police Station – Netajinagar, District – South 24-Parganas.

2. By virtue of an Indenture executed on ~~26.09~~ 1989, registered before the office of ADSR Alipore and was recorded therein Book No. I, Volume No. 2, Pages from 85 to 88, Being No. 97 for the year 1990, the Govt. of West Bengal gifted to one Golok Behari Poddar ALL THAT homestead land measuring about 04 cottah 05 chittack appertaining to E.P. No. 233, S.P. No. 926, CS Plot No. 249(P), J.L. No. 33, Mouza - Roypur, District South 24-Parganas.

3. The land measuring 04 cottah 05 chittack as aforesaid was allotted postal address No. 8/18, Netaji Nagar Colony, Police Station – Netajinagar,, Kolkata – 700 092.

4. The land measuring 04 cottah 05 chittack as aforesaid stands mutated in the record of the Kolkata Municipal Corporation as Premises No. 349/264, N.S.C. Bose Road vide assessee No. 21-098-06-6109-0 (hereinafter referred to as the SAID PREMISES)

~~5. By virtue of deed executed in the year 1987, registered before the office of ADSR Alipore and was recorded therein Book No. I, Volume No. 2, Pages from 85 to 88, Being No. 97 for the year 1990, Golok Behari Poddar gifted a portion of the said premises measuring about 04 cottah 05 chittack appertaining to E.P. No. 233, S.P. No. 926, CS Plot No. 249(P), J.L. No. 33, Mouza - Roypur, District South 24-Parganas.~~

6. Golok Behari Poddar died intestate on 02.10.1995 leaving behind him and survived by his three sons namely, Sri Sukumar Poddar, Sri Anil Chandra Poddar (2) Sri Sunil Chandra Poddar.

Paramita Sarpan

Upon the death of Golok Behari Poddar, the said premises, within the ambit of Hindu Law, devolved upon his three son in proportion of undivided 1/3<sup>rd</sup> share each.

By virtue of deed of gift executed on .04.09.2019, registered before the office of ADSR Alipore and was recorded in Book No. 1, Volume No. 16-5 - 2019, Pages from 183713 to 183741, Being No. 160505372 for the year 2019, Sri Sukumar Poddar, gifted to his two sons Sri Subrata Poddar Sri Priyarata Poddar ALL THAT <sup>as portion of</sup> his undivided 1/3<sup>rd</sup> share in the said premises corresponding to land measuring about 01 cottah 02 chittack & square feet appertaining to E.P. No. 233, S.P. No. 926, CS Plot No. 249(P), J.L. No. 33, Mouza - Roypur, District South 24-Parganas.

The owners, having an intention to develop the said premises by constructing a multi-storied building thereon, intends to enter into this agreement with the developer for construction of such a building for the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have agreed to abide by the terms of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the followings :

ARTICLE : I

1.1. OWNERS : SRI ANIL CHANDRA PODDAR (2) SRI SUNIL CHANDRA PODDAR (3) SRI SUKUMAR PODDAR, (4) SRI SUBRATA PODDAR (5) SRI PRIYABRATA PODDAR,

1.2. DEVELOPER : M/s MASON ORGANISATION,

*Sarmita Sarkar*



PREMISES : ALL THAT piece and parcel of land measuring 04 cottah 05 chittack having postal address No. 8/18, Netaji Nagar Colony corresponding to the Kolkata Municipal Corporation as Premises No. 349/264, N.S.C. Bose Road within the jurisdiction of the Kolkata Municipal Corporation word no. 98, Police Station – Netajinagar, Kolkata – 700 092, (more fully described in the first schedule written herein below).

1.4. DEVELOPMENT AGREEMENT : The instant agreement made between the owners and the developer.

1.5. POSSESSION : The owners will deliver to the developer the peaceful vacant walled-up physical possession of the said premises in entirety free from all encumbrances whatsoever upon execution of the agreement.

1.6. BUILDING : ALL that G+3 storied residential cum commercial building to be construct by the developer at its cost.

1.7. PLAN : The building plan to be prepared by the developer for construction of the said building at the said premises with such additions, alterations and modifications as would be deemed necessary by the developer.

1.8. ARCHITECT : The person and/or firm to be appointed by the developer for planning, designing and supervising the said building.

1.9. ADVOCATE : The person to be appointed by the developer who only looks after all legal matters in connection with the project under this agreement.

1.10. OWNERS' ALLOCATION : Save and except the developer's allocation the area the owners will be entitled to in the building (more fully and particularly described in the second schedule hereunder written).

**DEVELOPER'S ALLOCATION :** Save and except the owners' allocation the area developer will be entitled to in the building (more fully and particularly described in the third schedule hereunder written).

1.12. **SHIFTING :** The developer will bear rent for (1) Sri Sukumar Poddar and (2) Sri Subrata Poddar amounting to Rs. 10,200.00 (Rupees ten thousand two hundred) only in aggregate per month for temporary their accommodation since the developer takes possession of the said premises till makes delivery of possession of the owners' allocation to the owners.

1.13. **SALEABLE PORTION :** All the portion in the building pertaining to developer's allocation.

1.14. **COMMON SERVICE AREAS :** All the common service facilities to be enjoyed by both the owners and the developer in the building (more fully and particularly described in the fourth schedule hereunder written).

1.15. **TRANSFERORS :** In context of this agreement the owners herein in respect of the undivided proportionate share of land pertaining to the developer's allocation.

1.16. **TRANSFeree :** The purchaser who will purchase flat in the building from the areas pertaining to developer' allocation.

1.17. **TRANSFER :** Transfer of proportionate undivided share/interest of land in the premises by the owners attributable to the developer's allocation

1.18. **NON-REFUNDABLE PAYMENT :** The developer will pay the owners a sum of Rs. 3,00,000-00 (Rupees three lakh) only in the following manner

- i. Upon execution of the agreement : Rs. 30,000-00

*Paramita Sarkar*

ii Within one month of execution of the agreement : Rs. 2,70,000-00

CONSIDERATION : Owners' allocation at the cost of the developer and the said non-refundable sum will be treated as consideration to be given to the owners against which the owners will transfer the undivided proportionate share of land in the premises attributable to the developer's allocation

1.20. TIME : The developer will complete the said building and deliver the peaceful vacant physical possession of the owners allocation to the owners within eighteen months from the date of obtaining building plan sanctioned from the Kolkata Municipal Corporation. .

1.21. POWER OF ATTORNEY : The owners will execute power of attorney appointing the developer or its nominee as their lawful constituent attorney to do the acts stipulated hereunder. If required, the owners will execute several Power of Attorney apart from the Power of Attorney herein.

1.22. COMMON EXPENSES : The expenses and cost of maintaining the common parts of the building which will be borne or paid proportionately by the owners and the developer and/or their respective nominee (more fully and particularly described in the fifth schedule hereunder written).

1.23. UNDIVIDED SHARE : The undivided proportionate share or interest in the land of the premises attributable to the flat/car parking pertaining to the developer's allocation.

1.24. PROJECT : The work of development of the said premises undertaken by the developer.

*Paramita Sarkar*

UNIT : Any independent flat/car parking space in the new building, which is capable of being exclusively owned, used and/or enjoyed by any unit owners and which is not the common portion.

26. UNIT OWNERS : Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building and shall include the owners and the developer for the units held by them from time to time.

27. MANNER OF WORK and SPECIFICATIONS : The materials and accessories which are to be used for construction of the building (more fully and particularly described in the annexure annexed hereto)

## ARTICLE - II

2. OWNERS represent as follows :-

- 2.1. The owners are absolute joint owners in respect of said premises.
- 2.2. There is no agreement holder in respect of the said premises.
- 2.3. There is no suits, litigations or legal proceedings in respect of the premises or part thereof.
- 2.4. No person other than the owners have any right, title and interest of any nature whatsoever in the premises or any part thereof.
- 2.5. The right, title and interest of the owners in the premises are free from all encumbrances and the owners has a marketable title thereto.

The premises or any part thereof is at present not affected by any requisitions or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the owners.

2.7. Neither the premises nor any part thereof has been attached and/or is liable to be attached due to Income Tax, Revenue or any other public demand.

2.8. The owners have not in any way deal with the premises whereby the right, title, and interest of the owners as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

2.9. The owners are fully and sufficiently entitled to enter into this agreement, as on the date of execution of this agreement.

#### ARTICLE III : OWNERS' RIGHT :

3.1. The owners will get the owners allocation described in the second schedule hereunder written without any hindrance from the developer.

#### ARTICLE IV - OWNERS' OBLIGATION :

4.1. The owners shall rectify all latent defects in the title of the property, if any, at their own costs and expenses.

4.2. The owners will make delivery of possession of the said premises to the developer simultaneously upon execution of this agreement for construction of the said building in the said premises in accordance to the terms and conditions stipulated in these presents.

The developer shall be entitled to construct and complete the building in accordance with the sanction of the building plan without any interference or hindrance from the side of the owners.

4.4. During the continuance of this agreement the owners will not let out, grant, lease, mortgage and/or create any charge in respect of the premises or any portion thereof without the consent in writing of the developer.

4.5. The owners will execute all deeds of conveyance for conveying the undivided proportionate share of land relating to the developer's allocation in the building in accordance to the terms and conditions stipulated in these presents.

4.6. The owners doth hereby appoint (1) SRI AMRIK CHAKRABORTY (PAN ANAPC12392), (Aadhar Card No. 2117 8174 3539), son of Sri Achintya Chakraborty, by nationality Indian, by faith - Hindu, residing at 3/8, Netaji Nagar, Police Station - Jadavpur, Kolkata - 700 040 (2) SMT PARAMITA SARKAR (PAN COOPS5235P) (Aadhar Card No. 3283 3843 4358), wife of Sri Subhabrata Sarkar, by nationality Indian, by faith - Hindu, residing at 6/41, Netaji Nagar, Police Station - Jadavpur, Kolkata - 700 092, by executing POWER OF ATTORNEYS nominating and appointing him, to do the following acts, deeds and things in respect of the said premises :

- i. To develop the said premises by constructing building thereon.
- ii. To represent to the Kolkata Municipal Corporation and/or any competent authority.
- iii. To sign the plan and all the relevant papers in respect of the building and all other relevant documents relating to the said premises present the same to the Kolkata Municipal Corporation and/or any competent authority.

- To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts.
- v. To obtain clearances from all government departments and authorities including Fire Brigade, Police, the Authorities of Urban Land ceiling, Department, and all other competent authorities as may be necessary.
  - vi. To sign and apply for sanction of drainage, water, electricity and other utilities as may be necessary for the convenience.
  - vii. To appear before any officer of the Kolkata Municipal Corporation or any court or tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property.
  - viii. To represent before any court of law.
  - ix. To appear and to act in all courts, civil, criminal and tribunal whenever required.
  - x. To sign and verify plaints and written statements, petitions, objections, memo of appeals, affidavits, and applications of all kind and file those in any court of law.
  - xi. To engage and appoint any advocate or counsel wherever required.
  - xii. To represent to the Registration Office, Land Acquisition Department and any other competent authority for obtaining clearances, if any, in respect of the said property.
  - xiii. To settle any dispute arising in respect of the said property.
  - xiv. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale and sell developer's allocation in the building along with undivided proportionate

land attributable thereto in the said premises and/or part thereof to any purchaser or purchasers, and/or to cancel and/or repudiate the same.

xv. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money against the said developer's allocation in the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.

xvi. Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances of the said property and/or part thereof in favour of the said purchaser or his nominee or assignee.

xvii. To sign and execute all other deeds, instruments and assurances which our attorney shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying the said developer's allocation in the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and/or part thereof.

xviii. To present any such conveyance or conveyances in respect of the said developer's allocation in of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof for registration, to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to all acts, deeds and things which our said attorney shall consider necessary for sale of the said property and/or part thereof to the purchasers fully and effectually in all respects.



The owners will, if required, execute agreement for sale in respect of sale of undivided proportionate share of land pertaining to the developer's allocation and present the same before the registration authority in respect of flats, pertaining to the developer's allocation for registration at the cost of the developer and/or its nominee.

4.8. The owners, with the execution of this agreement, will hand over all original documents, title deeds etc. relating to the said premises to the developer against proper receipt. Those documents will remain with developer till the completion of the building. Thereafter those documents will remain with the Association of the said building owners.

4.9. The owners will be solely responsible for delivering the peaceful, physical possession of the premises to the developer free from all encumbrances whatsoever.

4.10. The owners will extend all reasonable cooperation to the developer for effecting construction of the said building.

4.11. The owners shall from time to time, sell and convey to the developer and/or his nominee the undivided proportionate share in the land in the premises pertaining to the developer's allocation in the said building and the consideration for the same payable to the developer, ~~shall be a part of the cost of construction of the owners allocation.~~ The cost of preparation, stamping, and registration of the conveyances shall be borne and paid by the unit owners.

✓4.12. In case of any encumbrances relating to the title or ownership be found on the premises, then in such event the owners shall be liable to meet up and remove the same at their own costs and expenses. In case the owners do not then the developer shall be liberty to do so and to recover the said costs from the owners.

the owners shall, if required from time to time, grant such further power or authorities to the developer, for the developer doing the various works envisaged hereunder; including the entering into an agreement for sale and/or construction of the building and/or portion thereof (excluding the owners' area) and to receive all amount in pursuance there.

4.14. The owners will, from execution of the agreement, handover and deliver the peaceful vacant physical possession in entirety to the developer.

4.15. The owners will bear all the previous/pending taxes and impositions on the premises and/or part thereof till the execution of this agreement.

4.16. The owners will take all liabilities of the local dispute if arise during development of said premises at their own cost and initiatives.

#### ARTICLE - V : DEVELOPER'S RIGHT

5.1. The owners hereby grant exclusive right to the developer to build and complete the building.

5.2. The owners hereby grant exclusive right to the developer to commercially exploit the developer's allocation without any obstruction and/or claim from the owners. The developer will have full right and absolute authority to enter into any agreement with any purchaser in respect of the developer's allocation at any price of his discretion and receive advance/consideration in full thereof.

5.3. The developer shall be entitled to occupy and use the premises SUBJECT TO the terms of this agreement, duration of the project. The developer shall be entitled to use the premises for setting up a temporary site office and/or quarters for its guard and other staff

be entitled to put up boards and signs advertisement in the project and post  
and ward staff.

Upon being inducted into the premises, the developer shall be at liberty to do all  
works as be required for the project and to utilize the existing electricity and water in the  
premises, at his costs and expenses. The developer shall have the right to obtain temporary  
connection of utilities for the project and the owners shall sign and execute all papers and  
documents necessary therefore by the concerned authorities for such utilities required. The  
owners however will have no liability to pay the said electricity bill as aforesaid and the  
developer will pay the entire the said electricity bill during the period of project.

5.5. The developer will be entitled to receive, collect and realise all money out of the  
developer's allocation without creating any financial and/or legal liability of the owners.

5.6. The developer shall cause such changes to be made in the plans as the architect may  
approve and/or shall be required by the concerned authorities, from time to time.

5.7. The developer will be authorized necessary to apply for and obtain quota of cement,  
steel, brick and other building materials for construction of the building.

5.8. The developer will be entitled to deliver unit pertaining to the developer's allocation  
to the intending purchaser.

5.9. The developer will be entitled to transfer the undivided proportionate share of land in  
the premises attributable to the developer's allocation by virtue of the Power of Attorney to  
be given by the owners to the developer to the intending purchaser

The developer will be entitled to make publicity and advertisement in all possible manners for the benefit of commercial exploitation of the developer's allocation in the building.

5.11. The developer will be entitled to get the peaceful vacant peaceful possession of the said premises free from all encumbrances whatsoever from the owners without any obstruction from any quarter.

3.12. The developer will be entitled to appropriate the materials of the building now existing in the said premises and fetch proceed there from at its discretion.

5.12. The owners shall give such co-operation to the developer and sign all papers, confirmation and/or authorities as may be reasonably required by the developer from time to time, for the project, at the cost and expenses of the developer.

#### ARTICLE - VI : DEVELOPER'S OBLIGATION :

6.1. The developer will deliver the owners allocation in complete habitable condition to the owners as agreed upon and described in the second schedule hereunder written within eighteen months from the date of getting peaceful vacant physical possession of the said premises from the owners. Notwithstanding the developer will be entitled to another six months as extended time to complete the project.

6.2. All costs, charges and expenses for construction of the building and/or the development of the said premises shall exclusively be borne and paid by the developer.

6.3. The developer will complete the owners allocation with the specification annexed hereto. The owners will have to pay money for any extra work not averred in the annexure.

developer shall construct the building with standard materials available in the

6.5. The developer will bear all cost arising out of the construction of the building.

6.6. The developer will bear all the taxes and impositions on the premises and/or part thereof from the date of execution of this agreement till it delivers the owners allocation to the owners.

6.7. The developer will be entitled to take loan from any financial institution and/or any nationalized bank for completion of the said project without infringing the owners right and interest of the property in any manner whatsoever and the owners will not be liable in any manner for the outstanding loans of the developer.

6.8. The developer shall bear, pay and discharge all costs, charges and expenses relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies and the owners shall have no liability whatsoever in this context.

#### ARTICLE VII : OWNERS' INDEMNITY :

7.1. The developer will indemnify the owners against all claims, actions, suits and proceedings arising out of any acts of the developer in connection with the construction of the building.

7.2. The developer will indemnify and keep the owners indemnified in respect of all costs, expenses, liberties, claims, and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.

The developer will keep the owners saved harmless and indemnified in respect of any loss, damages, costs, claims, charges and proceedings that may arise in pursuance hereof including.

7.4. The developer will indemnify the owners against all claims or demand that may be made due to anything done by the developer during the construction of the said building.

7.5. The developer will indemnify the owners against all claim and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever include any accident of other loss

7.6. The developer will indemnify the owners against any demand and/or demand/claim made by the unit holder in respect of the developer's allocation.

7.7. The developer will indemnify the owners against any action taken by the Corporation and/or other authority for any illegal or faulty construction or otherwise of the building.

#### ARTICLE VIII: COMMON UNDERSTANDINGS :

8.1. In case it is required to pay any outstanding dues and/or any other outgoings and liabilities to any competent authority in respect of the premises till the date the owners hand over the vacant and peaceful possession of the premises to the developer, the developer shall pay such dues and bear the costs and expenses thereof. On behalf of the owners which the owners will refund to the developer before taking possession of the owners allocation. The developer shall pay the rates and taxes and electricity bills from the date of taking possession of premises from the owners till he delivers to the owners the owners allocation.

8.2. The owners shall be solely and exclusively entitled to the owner's allocation and the developer shall be solely and exclusively entitled to the developer's allocation.

The owners allocation shall be constructed by the developer for and on behalf of the owners. The rest of the building shall be constructed by the developer for and on behalf of himself.

8.4. The owners and the developer shall be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem, fit and proper SUBJECT HOWEVER TO the general restrictions for mutual advantage inherent in the ownership flat schemes. They will also be at liberty to enter into agreement for sale of their respective allocations SAVE THAT insofar as the same relates to common portions (as described in the fourth schedule hereto, common expenses and other matter of common interest, the owners and the developer shall adopt the same covenants and restrictions. The form of such agreement to be utilized by the parties shall be such as be drawn by the advocates in consultation with the parties hereto, but the same shall be in accordance with the practices prevailing in respect of ownership flat buildings in Kolkata.

8.5. The owners shall be entitled to all monies that be received from the unit owners of the owners allocation whether the same by way of earnest money, part consideration, construction cost, sale price and/or otherwise and the developer shall be entitled to all such monies receivable in respect of the developer's allocation PROVIDED HOWEVER that the monies payable and/or deposits for common purposes and common expenses shall be receivable only by the developer from all the units owners till formation of the society or any other association of the unit owners.

8.6 The developer will provide electricity connection for the entirety of the building including the owners' allocation and the owners shall reimburse the developer proportionately, the total of deposits and expenses as be required to obtain electricity from the CESC .

If so required by the developer, the owners shall join and/or cause such persons as be necessary to join as a confirming parties in any documents conveyance and/or any other documents of transfer that the developer may enter into with any person who desire to acquire units comprised in the developer's allocation and similarly, the developer shall join in respect of the owners' allocation.

#### ARTICLE IX : COMMON RESTRICTIONS :

- 9.1. Neither party shall use or permit to use of their respective allocation or any portion of the new building for carrying any activity detrimental to the peaceful living of the other occupiers of the building.
- 9.2. Neither party shall demolish or permit to demolish any wall or make any structural alteration to the building.
- 9.3. Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.
- 9.4. Both parties will jointly form an ad-hoc common body/committee to look after the maintenance of the building. But with the owners takes possession of the owners allocation and the developer sell major parts of the developer's allocation, the developer will have no liability to the said committee and/or any association to be formed.
- 9.5. Neither party shall use or permit to use of their respective allocation or any portion of the new building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.
- 9.6. Both parties will allow the said association or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.



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both parties will bear proportionate tax, maintenance cost, day-to-day expenditure of respective allocation.

#### ARTICLE X : MISCELLANEOUS :

10.1. The owners and the developer have entered into this agreement purely as a contract and

nothing herein shall deem to construct a partnership between the parties in any manner whatsoever.

10.2. Save and except this agreement no agreement and/or oral representation between the parties hereto exists or will have any validity.

10.3. The owners' allocation and the developer's allocation in the building will be demarcated after obtaining the building plan from the competent authority.

#### ARTICLE XI : FORCE MAJURE :

11.1. The developer will make plan and complete the owners' allocation within the stipulated period unless he is prevented by the circumstances like natural calamities, dearth of labourer, want of building materials, etc. which may be found beyond control of the developer.

#### ARTICLE XII : JURISDICTION :

12.1. The court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this agreement.

#### ARTICLE XIII : ARBITRATION :

13.1. All disputes and differences between the parties hereto in any way relating to and/or arising out of this agreement shall be referred to such person or persons as be mutually accepted, failing which two Arbitrators, one to be appointed by each of the parties. The Arbitrators shall be entitled to appoint an umpire. Such Arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act 1996 and the amendment thereafter. No parties will have the prerogative to proceed to any court without invoking the arbitration clause as averred.

ARTICLE XIV : STATUTORY PROVISION AS IMPOSED BY THE REGISTRATION AUTHORITY:

14.1. Be it noted that by the development agreement and the related development power of attorney, the developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provisions laid down in the said document as the developer without getting any ownership of any part of the property under schedule. This development agreement and related development power of attorney shall never be treated as the agreement/final document for transfer of property between the owners and the developer in any way. This clause shall have overriding effect to anything written in the documents in contrary to this clause

14.2. Nothing in these presents shall be constrained as a demise or assignment or conveyance in land by the owners of the said premises or any part thereof to the developer or in creating any right, title or interest in respect thereof to the developer save and except to commercially explore the same in terms hereof by constructing the buildings on the said premises and to deal with the developers allocation in the building in the manner herein stated without creating any liability financial or otherwise whatsoever upon the owners.

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**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(description of the said premises)

ALL THAT piece and parcel of land measuring 04 cottah 05 chittack, be the same or a little more or less, along with a 500 square feet one storied pucca structure comprises one bed room one kitchen, one toilet, one dinning with roof standing thereon, at the Kolkata Municipal Corporation premises No. 349/264, N.S.C. Bose Road (Netaji Nagar) corresponding to postal address No. 8/18, Netaji Nagar Colony within the jurisdiction of the Kolkata Municipal Corporation word no. 98, Police Station – Netajinagar, Kolkata – 700 092, District South 24 Parganas, butted and bounded as follows: -

On The North : by plot No. 7/50 and plot No. 7/51, Netaji Nagar  
On The South : by 18' feet wide road  
On The East : by plot no. 8/19B and plot no. 8/19A, Netaji Nagar  
On The West : by plot no. 8/17, Netaji Nagar.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(owners' Allocation)

The Owners shall get – 50% constructed area of the building to be sanctioned by Kolkata Municipal Corporation together with proportionate share of land and common facilities, including open spaces, roof etc., as per specification mentioned in the third schedule below in habitable condition with the right to use the common areas, amenities and facilities available in the said premises. This 50% area will be given to the owners in the following manner :-

- i. 640 square feet 1<sup>st</sup> floor (south-east)

Boremita Sarkar

- 640 square feet 1<sup>st</sup> floor (south-west)
- 800 square feet top floor (south-east)
- Grage in the ground floor
- iv. ~~Thakur~~ Thakur ghar (150 square feet) and Shop (100 square feet)
- v. Car Parking space in physical existence 50:50.
- vi. 430 square feet (1<sup>st</sup> floor back side)
- vii.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Developer Allocation)

DEVELOPER get 50% constructed area of the building to be sanctioned by KMC together with proportionate share of land and common facilities, including open spaces, roof etc. of the premises, as per Specification mentioned in the second schedule hereinabove habitable condition with the right to use the common areas, amenities and facilities available in the said premises.

IN WITNESSETH WHEREOF the PARTIES herein put their respective sign and seal on the day month and year first above written.

WITNESSES :

1 Shibu Sarkar  
6/41, N. Nagar  
Kolkata

Anil Chandra Poddar  
ANIL CHANDRA PODDAR

Sunil Chandra Poddar  
SUNIL CHANDRA PODDAR

2. Souman Chakraborty.  
 Anandbagh, Hooghly.  
 PIN - 712613

*Sukumar Poddar*  
 SUKUMAR PODDAR

*Subrata Poddar*  
 SUBRATA PODDAR

*Priyabrata Poddar*  
 PRIYABRATA PODDAR  
 (OWNERS)

M/s MASON ORGANISATION

*Anvik Chakraborty*  
 Partner

M/s MASON ORGANISATION

*Paramita Sarkar*  
 Partner

(DEVELOPER)

Drafted by me and prepared in my office

*Santosh Chakraborty*  
 Advocate (WB/785/1992)

Alipore Judges' Court,

Bar Library No. 2, Kolkata - 700 027.

MEMO OF RECEIPT

RECEIVED by the within named owners from the within named developer a sum of Rs.  
30,000.00 (Rupees thirty thousand) only by cash.

## WITNESSES:-

1. Shibi Sarkar

Anil Chandra Poddar  
ANIL CHANDRA PODDAR

2. Sourav Chakraborty

Sunil Chandra Poddar  
SUNIL CHANDRA PODDAR

Sukumar Poddar  
SUKUMAR PODDAR

Subrata Poddar  
SUBRATA PODDAR

Priyabrata Poddar  
PRIYABRATA PODDAR  
(OWNERS)

THE FOURTH SCHEDULE ABOVE REFERRED TO:

## (JOB SPECIFICATION)

**FOUNDATION :** The building is designed on R.C.C. Footing and Frame as per Design.

**WALLS :** All the external walls shall be 200mm thick brick wall with cement plaster.

All internal Partition walls shall be 75mm thick Brick walls with both side cement plaster.

**DOORS :** Sal wood frames and main door will be of good quality flash palla. All internal doors shall be of flash doors with one coat primer.

**WINDOW & M.S.GRILL :** All the windows shall be aluminum frame with integrated grill with black colour glass panels and handles with one coat of primer over coat of Red Oxide paint. Verandah wall be half covered with M.S. Grill or brick work top mosaic (Handle).

**DOOR & WINDOW FITTINGS :** All the door fittings such as M.S. Hings, Godrej Night Latch (only Main Door) with Handles, Aluminums Tower Bolts, Door Stoppers and Vision Apparatus shall be provided to main door. All window fittings such as stay Handle will be of M.S. or Aluminums.

**FLOORING :** All the Flooring shall be provided with Marble (White & Black) of 2' X 2' size each with No.2 and 2B Multi-Colured Marble Chips and Skirting in 100mm. High. Dining room with colourful basin, kitchen and toilet shall have 6'-0" High Glazed Tiles (Colour Printed) over skirting on all sides with colourful Marble, W.C. wall will be same as toilet. Kitchen will have 2 ½' High glazed tiles over the table of 6" X 18" black stone top and also a steel sink will be fixed.

**INTERNAL FINISHED TO WALLS :** All interior walls, ceilings of rooms, verandah, kitchen-cum-dining living and toilets, W.C. shall be finished in Plaster of Paris except

**SANITARY & PLUMBING :** All the internal Horizontal Soil and Waste Pipes shall be of 60 mm. and 100mm P.V.C. Pipes joint in cement. All the vertical soil, vent and waste water pipes shall be in 50mm to 100mm Dia P.V.C. pipes joined with Cement Mortar and exposed to walls. All the Rain water pipes shall be 100 mm dia in good quality of P.V.C. pipes.

All the outside water supply pipes shall be within (Oriplast & G.I.)/Concealed to walls and the Toilet and Kitchen water line will be of PVC pipe fitted. All the Toilets will be fitted with colourful commode/Indian W.C. Pan with Low-Down P.V.C. Cistern, 1 Nos. 16" X 20" white wash basin, shower with cold water provisions, bath room fittings, such as stop cock, bib-cock, pillar cock etc. will be in C.P. Brush.

**ELECTRIFICATION :** All the internal wiring shall be concealed in Polythene conduct, all wires shall be of copper, all switch Boards of M.S. Flush with walls with "Acrylic" cover and all switches of Anchor Branch.

All bed rooms shall be provided with 3 nos. light points plus 1 no. fan point and 1 no. 5 amp. Plug point and 1 no. A.C. Point. All living (Drawing) rooms 4 nos. of light point plus 1 nos. fan point, 1 no. 5 amp. Plug point.

Living (Dining) space shall be provided with 3 nos. light point 1 No. Fan Point + 1 no. 5 amp. and one 15 Amp. Plug point. 1 No. Call-Bell Point In the Toilet there will be two light point and 1 nos. Gizzer Point one no exhaust fan point.

Both the verandah shall be provided with 2 Nos. light point one no. plug point each kitchen shall be provided with 2 light point and 1 nos. 15 amp. Plug point and 1 nos. exhaust fan point one No. chimney point in each. Every in front of flat entrance Main Door one no. light point and one no. calling bell point. Except above requirements, necessary lamps switch and



Other electrification points must be provided at the common enjoyment places of common areas inside and outside of the building, inside of boundary wall, garage, chokidar's room, stair cover roof of the building gate etc.

**WATER SUPPLY :** Each Flat will be provided with Water supply line P.V.C. Overhead Water tank, Overhead Tank shall be filled up by water from the underground submersible pump for all the flats.

**GENERAL :** all the internal approach road shall be of cement concreted (Jhama). 125mm Brick Boundary wall upto a Height 6'-0" with Both Side Plaster. Each flat shall have separate electric meter and the cost will be borne by all the flat holder/purchasers individually.

**LIFT :** Four person capacity Lift will be of ISI make.

Any addition and alteration in the flat shall be subject to approval of the Architect and the requisite cost shall be borne by the flat owners in advance.



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

Signature: *Subrata Podder*



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

SUBRATA PODDER

Signature: *Subrata Podder*



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




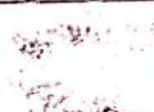






PRIYABRATA PODDER

Signature: *Priyabrata Podder*









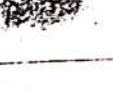



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Left hand					
Right hand					











Signature: *Priyabrata Podder*

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Left hand					
Right hand					

Signature..... *Sunil Chandra Poddar*

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

Signature..... *Ankur Chakrabarty*

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

Signature..... *PARAMITA SARKAR*

Signature..... *Paramita Sarkar*

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

PHOTO

Signature.....

Signature.....








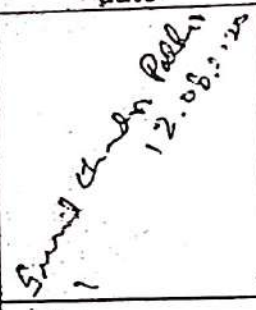


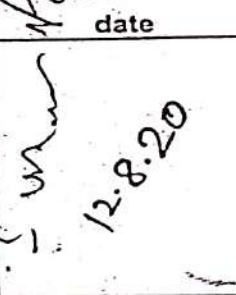
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue





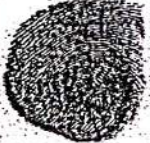
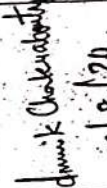

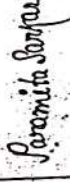
OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata




Signature / LTI Sheet of Query No/Year 19042000800117/2020

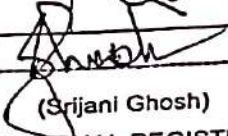
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Anil Chandra Poddar 8/18, Netaji Nagar Colony, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24- Parganas, West Bengal, India, PIN - 700092	Land Lord		 4.2.2020	 Anil Chandra Poddar
2	Mr Sunil Chandra Poddar 8/18, Netaji Nagar Colony, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092	Land Lord		 4.2.2020	 Sunil Chandra Poddar 12.08.20
3	Mr Sukumar Poddar 8/18, Netaji Nagar Colony, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24- Parganas, West Bengal, India, PIN - 700092	Land Lord		 4.2.2020	 Sukumar Poddar 12.8.20

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Finger Print	Signature with date
	Mr Subrata Poddar 8/18, Netaji Nagar Colony, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24- Parganas, West Bengal, India, PIN - 700092	Land Lord	 4240	 12.08.2020
5	Mr Pruyabrata Poddar 8/18, Netaji Nagar Colony, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24- Parganas, West Bengal, India, PIN - 700092	Land Lord	 4226	 12/08/20
6	Mr Amrik Chakraborty 3/8, Netaji Nagar, P.O:- Netaji Nagar, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700040	Represent ative of Developer [Mason Organisati on]	 4235	 12/8/20
7	Mrs Paramita Sarkar 6/41, Netaji Nagar, P.O:- Regent Estate, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700092	Represent ative of Developer [Mason Organisati on]	 4241	 12/08/2020

Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
Mr Sourav Chakraborty Son of Mr Suvasis Chakraborty Arambagh, P.O:- Gourhati, P.S:- Arambag, District:- Hooghly, West Bengal, India, PIN - 712613	Mr Anil Chandra Poddar, Mr Sunil Chandra Poddar, Mr Sukumar Poddar, Mr Subrata Poddar, Mr Pruyabrata Poddar, Mr Amrik Chakraborty, Mrs Paramita Sarkar		72/12 	

  
(Srijani Ghosh)  
ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
IV KOLKATA  
Kolkata, West Bengal