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*(Signature)*

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

17 NOV 2022

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made this the 17<sup>th</sup> day of November 2022 (Two Thousand Twenty Two) ;

**BETWEEN**



**LALIT NASKAR (PAN- AODPN8237R, Aadhaar No. 2029 6070 9288)**, son of Late Becharam Naskar, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Teghoria, Sarada Park, P.O.- Sonarpur, P.S.- Sonarpur at present Narendrapur, Kolkata-700150, District- South 24 Parganas, hereinafter jointly called and referred to as "the **LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**M/S. MAA SHIBANI CONSTRUCTIONS**, a sole Proprietorship Firm, having its registered office at Narendrapur Station Road, P.O.- R.K. Pally, P.S.- Sonarpur, Kolkata-700150, District South 24 Parganas represented by its sole proprietor **SRI AJOY MONDAL (PAN - AHPMPM8987D, Aadhaar No. 6515 8823 5043, Mobile No. 9804545533)**, son of Late Rabin Mondal, by faith- Hindu, by occupation- Business, residing at Narendrapur Station Road, P.O.- R.K. Pally, P.S.- Sonarpur, Kolkata-700150, District South 24 Parganas, hereinafter called and referred to as "the **DEVELOPER**" (which term or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, legal representatives, executors, administrators, successors- in-office and assigns) of the **OTHER PART**.

**WHEREAS** one Subhas Chandra Ghosh was the sole and absolute owner of ALL THAT piece and parcel of land measuring 1 Bigha 1 Cottah in Mouza - Teghori, J.L. No. 52, R.S. No. 126, R.S. Dag No. 84, R.S. Khatian No. 30, under Rajpur Sonarpur Municipality, Ward No.7, Police Station Sonarpur, District - South 24 Parganas.

**AND WHEREAS** said Subhas Chandra Ghosh sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring **5 Cottahs 0 chittack 8 sq.ft.** out of 1 Bigha 1 Cottah in Mouza - Teghori, J.L. No. 52, R.S. No. 126, R.S. Dag No. 84, R.S. Khatian No. 30, under Rajpur Sonarpur Municipality, Ward No.7, Police Station Sonarpur, District - South 24 Parganas unto and in favour of **Lalit Naskar, the land owner herein** by virtue of a Deed of Conveyance dated 18<sup>th</sup> August, 2004 which has been duly registered before D.S.R. Alipore and recorded in Book No.I, Volume No. 28, pages from 1922 to 1939, being no. 4699 for the year 2004.

**WHEREAS** one Paresh Chandra Mondal was the sole and absolute owner of **ALL THAT** piece and parcel of land measuring 10 Cottahs 7 Chittacks in Mouza - Teghori, J.L. No. 52, R.S. No. 126, R.S. Dag No. 84, L.R. Dag No. 86, R.S. Khatian No. 30, L.R. Khatian No. 3739, under Rajpur Sonarpur Municipality, Ward No.7 now 8, Police Station Sonarpur, District - South 24 Parganas.



**AND WHEREAS** said Paresh Chandra Mondal sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 1 Cottahs 10 Chittacks out of 10 Cottahs 7 Chittaks in Mouza - Teghori, J.L. No. 52, R.S. No. 126, R.S. Dag No. 84, L.R. Dag No. 86, R.S. Khatian No. 30, L.R. Khatian No. 3739, under Rajpur Sonarpur Municipality, Ward No.7 now 8, Police Station Sonarpur, District - South 24 Parganas unto and in favour of **Lalit Naskar, the land owner herein** by virtue of a Deed of Conveyance dated 9<sup>th</sup> July, 2018 which has been duly registered before A.D.S.R. Garia and recorded in Book No.I, Volume No. 1629-2018, pages from 102522 to 102540, being no. 1629-03264 for the year 2018.

**AND WHEREAS** by virtue of the aforesaid Two Deeds, the land Owner herein become the sole and absolute owner of **ALL THAT** piece and parcel of land measuring 5 Cottahs 0 Chittacks 8 sq.ft. in Mouza - Teghori, J.L. No. 52, R.S. No. 126, R.S. Dag No. 84, R.S. Khatian No. 30, under Rajpur Sonarpur Municipality, Ward No.7 now 8, Police Station Sonarpur, District - South 24 Parganas **AND ALL THAT** piece and parcel of land measuring 1 Cottahs 10 Chittacks out of 10 Cottahs 7 Chittaks in Mouza - Teghori, J.L. No. 52, R.S. No. 126, R.S. Dag No. 84, L.R. Dag No. 86, R.S. Khatian No. 30, L.R. Khatian No. 3739, under Rajpur Sonarpur Municipality, Ward No.7 now 8, Police Station Sonarpur, District - South 24 Parganas.

**AND WHEREAS** the land owner herein duly mutated his name in the office of Rajpur Sonarpur Municipality, being Holding No. 2633, Teghori, Ward No. 08 and also mutated his name in the office of the B.L. & L.R.O. being L.R. Dag No. 86, L.R. Khatian No. 4463 & 4425 and since then the land owner herein seized and possessed the same without any obstruction from any corner.

**AND WHEREAS** the Land Owner is now desirous that the said land measuring **6 Cottahs 10 Chittacks 8 sq.ft.** in Mouza - Teghori, J.L. No. 52, R.S. No. 126, R.S. Dag No. 84, L.R. Dag No. 86, R.S. Khatian No. 30, L.R. Khatian No. 4463 & 4425, under Rajpur Sonarpur Municipality, Ward No.8, Holding no. 2633, Teghori, Police Station- Sonarpur, Kolkata-700150, District - South 24 Parganas be developed by constructing a residential/commercial Building thereon by the Developer in accordance with the Plan which will be sanctioned by the Rajpur Sonarpur Municipality and to which the Developer has agreed to develop the same on the terms and conditions hereinafter appearing :-

**A. The OWNER :**

Shall mean the Owner above named and their heirs, executors, administrators, legal representatives and/or assigns.

**B. The DEVELOPER :** Shall mean the Developer above named and its partners, legal heirs, representatives, successors and/or assigns.

**C. The said PROPERTY :** shall mean **ALL THAT** piece and parcel of land measuring **6 Cottahs 10 Chittacks 8 sq.ft.** in Mouza - Teghori, J.L. No. 52, R.S. No. 126, R.S. Dag No. 84, L.R. Dag No. 86, R.S. Khatian No. 30, L.R. Khatian No. 4463 & 4425, under Rajpur Sonarpur Municipality, Ward No.8, Holding no. 2633, Teghori, Police Station- Sonarpur, Kolkata-700150, District - South 24 Parganas.

**NOW THIS AGREEMENT WITNESSETH** as follows :

**ARTICLE : "I"**

Unless in this presence there is something in the subject or context in consistent therewith..



A. **LAND :-**

Shall mean **ALL THAT** piece and parcel of land measuring 6 Cottahs 10 Chittacks 8 sq.ft. in Mouza - Teghori, J.L. No. 52, R.S. No. 126, R.S. Dag No. 84, L.R. Dag No. 86, R.S. Khatian No. 30, L.R. Khatian No. 4463 & 4425, under Rajpur Sonarpur Municipality, Ward No.8, Holding no. 2633, Teghori, Police Station- Sonarpur, Kolkata-700150, District - South 24 Parganas, morefully described in the **SCHEDULE "A"** hereunder written.

B. **BUILDING:-**

Shall mean the Building with necessary additional structure like pump house, as may be decided by the Developer but in accordance with the plan sanctioned by the Rajpur Sonarpur Municipality and other appropriate Authorities for construction on the said premises and shall include the Car Parking, Commercial and other spaces intended for the enjoyment of the Building by its occupation on such terms as may be agreed with them.

C. **OWNER AND DEVELOPER: -**

Shall include their respective Transferees/Nominees.

D. **COMMON FACILITIES :-**

Shall mean include corridors, stairways, gardens and

other spaces and facilities whatsoever required for the establishment enjoyment, provisions for maintenance and management of the Building and the common facilities or any of them thereon as the case may be.

**E. CONSTRUCTED SPACE:-**

Shall mean the space in the Building available, for independent use and occupation including the space demarcated for common facilities and services as per sanction Plan.

**F. THE OWNER'S ALLOCATION :-**

Shall be five numbers of flats i.e. one flat being No. 1D, on the first floor, measuring more or less 550 sq.ft. carpet area, two flat being No. 2B measuring more or less 561 sq.ft. carpet area, & Flat no. 2C, measuring more or less 528 sq.ft. carpet area, both on the Second floor, two flats being No. 3B, measuring more or less 561 sq.ft. carpet area, & flat no. 3C, measuring more or less 528 sq.ft. carpet area, both on the third floor, two car parking spaces on the ground floor along with one shop room measuring more or less 210 sq.ft. in the ground floor of the proposed G + 3 storied building.

Along with the developer have paid a sum of Rs.8,00,000/- (Rupees eight lakhs) only as refundable amount to the owners herein.



G. **THE DEVELOPER'S ALLOCATION:-**

Shall be seven numbers of flats i.e. three flats being No. 1A, measuring more or less 636 sq.ft. carpet area, flat no. 1B, measuring more or less 561 sq.ft. carpet area, & flat no.1C, measuring more or less 528 sq.ft. carpet area, on the first floor, two flat being No. 2A, measuring more or less 636 sq.ft. carpet area, & flat no. 2D, measuring more or less 550 sq.ft. carpet area, both on the Second floor, two flats being No. 3A, measuring more or less 636 sq.ft. carpet area, & flat no. 3D, measuring more or less 550 sq.ft. carpet area, both on the third floor, remaining car parking spaces on the ground floor along with remaining shop rooms measuring more or less 355 sq.ft. in the ground floor and total commercial spaces in the ground floor, save and except owner's allocation of the proposed G + 3 storied building.

H. **BUILDING PLAN:**

Shall mean Plans for the construction of the proposed Building sanctioned by the Rajpur Sonarpur Municipality and shall include any amendment thereto and/or modification thereof.

I. **FLOOR AREA:-**

Shall mean the floor area ratio permissible and

sanctioned for construction on the said premises according to the prevailing Building Rules of the Rajpur Sonarpur Municipality.

J. **PARKING SPACE: -**

Shall mean and include the open and /or covered space provided in the land or within the Building.

K. **TRANSFER WITH ITS GRAMMATICAL VARIATIONS:-**

Shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried Building to Purchasers thereof and will include the meaning of the said terms and defined in the Income Tax Act, 1961.

L. **TRANSFeree:**

Shall mean a person to whom any space in the Building will be or has been agreed to be transferred.

M. **ADVOCATE :**

Shall mean Advocate or Attorney shall mean **TAPAS CHOWDHURY**, Advocate, Alipore Judges' Court, Kolkata-700027.



N. **ARCHITECT :**

Shall mean such persons who may be appointed by the developer for both designing and planning the building on the said property.

**ARTICLE - "II"**

**(TITLE AND INDEMNITIES)**

1. The Owner hereby declare that they have good title in the said property and they have right and title to enter into this Agreement with the Developer and the Owner hereby undertake to indemnify and keep the Developer indemnified against any or all Third Party claim, actions or demands whatsoever concerning the Owner' title.
2. The Owner hereby confirm that the Developer shall be entitled to construct and complete the Building (Residential/ Commercial/ Institutional- Cum- partly commercial) on the said premises and retain and enjoy the Developer's allocation therein without any interruption or interference from the Owner or any person or persons lawfully claiming through or under the Owner and the Owner undertake to indemnify and keep the Developer indemnified against all losses and damages and costs charges and expenses incurred as a result of any breach of this confirmation.

3. The Developer Firm undertakes to construct the Building in accordance with the Plan sanctioned by the Rajpur Sonarpur Municipality and undertakes to pay any damages, penalties and/or commanding fees payable to the Authority or Authorities concerned relating to any deviation.
4. The Developer shall have the right to appoint Contractors for the construct of the building and hereby undertakes to indemnify and keep the Owner indemnified from and against any and all Third Party claims, demands for compensation or otherwise and actions whatsoever arising out of or any act or commissions of the Developer and/or the Contractor or any accident or otherwise in or relating in the construction of the building.
5. The Owner declare that they have a good and marketable title to the said property without any claim, right title or interest in or of any other person thereof and that they have good right and title to enter into this Agreement with the Developer.
6. The Owner hereby also undertake that the Developer shall be entitled to construct and complete the Building



diligently and expeditiously within 36(thirty six) months from the date of sanction of the building plan from Rajpur Sonarpur Municipality and another 6 (six) months will be extended as grace period. The time of completions of the proposed building is the essence contract.

**ARTICLE : "III"**

**(DEVELOPER'S RIGHTS)**

1. In consideration or the Developer having agreed to construct effect and complete a new Building of first class construction as per agreed specification for provision of lift and marble or floor tiles flooring or habitable area on the said premises in accordance with the sanctioned plan which to be sanctioned by the Rajpur Sonarpur Municipality at it on costs and sole liability.
  
2. All applications Plans and other papers and documents refer to hereinabove shall be submitted by or in the name of the Owner but otherwise at the costs and expenses In all respect of the Developer and the Developer shall pay and bear all submission and other fees, charges and expenses required to be paid or deposited therefore or otherwise required for the construction of the said Building or the said premises **PROVIDED ALWAYS** that

the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposit made by the Developer.

3. The Developer shall abide by all the laws rules and regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation and/or breach of any of the said laws, bye-laws, rules and regulations.

#### ARTICLE : IV

#### **(EXPLOITATION RIGHTS)**

The Owner grant on exclusive right to the Developer to construct the said proposed Building in the above and **SCHEDULE "A"** property below with own responsibility and by allotment Owner **Rs.8,00,000/- (Rupees eight lakh) only** as refundable amount shall be paid by the Developer mentioned herein below and the Developer being entitled total constructed area of Flats, Car Parking Spaces and shops, Commercial area and the Developer shall be entitled to obtain necessary advance from such Buyer/ s on terms and conditions as the Developer in its absolute discretion deem fit and proper.



**ARTICLE : "V"****(BUILDING)**

1. The Developer shall at its own costs and liabilities to construct the multi storied building on the said premises according to the sanctioned Building Plan sanctioned by the Rajpur Sonarpur Municipality.
2. The Developer shall appoint Architect, Mason, Workmen, Durwan, Mistries and shall pay their wages and salaries and the Owner shall in no way be liable for the payment of the same.
3. The Developer is hereby authorized and empowered in relation to the Construction as far as may be necessary to apply and obtain quotas, entitlements and other materials allocable to the Owner for the construction of the said Building. Similarly the Developer is to apply and obtain temporary and/or permanent connection of water, electricity power and/or to the Building and other imputes and facilities required for which purpose, the Owner do hereby agree to execute in favour of the Developer General Power of Attorney and other Authorities as shall be required by the Developer and the Owner shall also sign all such applications and other documents, as shall be required for the purpose of or

otherwise for or in connection with the construction of the said building for time to time.

**ARTICLE : "VI"**

**(BUILDING ALLOCATION)**

1. Immediately upon the construction of the proposed Building stage by stage and/or its completion or on any parts of the same except Flats, Shops and car parking spaces and covered spaces as mentioned in the **SCHEDULE "A"** of the total constructed area and all other Flats, car parking spaces, covered spaces and shops shall belong to the Developer and the Owner shall not have any right, title, interest, claim and demand whatsoever in respect thereof.
2. On completion of the Building and on delivery of above mentioned Owner's allocation in the proposed building within the stipulated period mentioned hereinafter fully satisfaction of the Owner shall transfer and convey at the request of the Developer and at the cost of the Transferor or Transferees, the proportionate parts of the Owner individually of land in respect of the Flats, Shops and car parking spaces, covered spaces by executing the relevant Deed of Sale in favour of the Developer or such other



person or persons, who may be nominated by the Developer in that regards.

2. The Owner' allocation to be delivered at the first instant thereafter the possession of other purchaser/s to be delivered by the developer.

**ARTICLE : "VII"**  
**(CONSIDERATION)**

The Developer shall construct multi storied building containing a land measuring an area of 6 Cottahs 10 Chittacks 8 sq.ft. more or less according to the Building plans sanctioned by the Rajpur Sonarpur Municipality. The entire finance for construction of said Building shall be provided by the Developer. The Developer shall has absolute discretion to sell the Flats, Shops and Car Parking spaces commercial space as demarked and also proportionate sanctioned area, if achieved and Car Parking Space and covered space in the Building on this terms and conditions.

**ARTICLE : "VIII"**  
**(OWNER' ALLOCATION)**

Shall be five numbers of flats i.e. one flat being No. 1D, on the first floor, measuring more or less 550 sq.ft. carpet area, two flat

being No. 2B measuring more or less 561 sq.ft. carpet area, & Flat no. 2C, measuring more or less 528 sq.ft. carpet area, both on the Second floor, two flats being No. 3B, measuring more or less 561 sq.ft. carpet area, & flat no. 3C, measuring more or less 528 sq.ft. carpet area, both on the third floor, two car parking spaces on the ground floor along with one shop room measuring 210 sq.ft. in the ground floor of the proposed G + 3 storied building.

Along with the developer have paid a sum of Rs.8,00,000/- (Rupees eight lakhs) only as refundable amount to the owners herein.

**ARTICLE : "IX"**

**(DEVELOPER'S ALLOCATION)**

Shall be seven numbers of flats i.e. three flats being No. 1A, measuring more or less 636 sq.ft. carpet area, flat no. 1B, measuring more or less 561 sq.ft. carpet area, & flat no.1C, measuring more or less 528 sq.ft. carpet area, on the first floor, two flat being No. 2A, measuring more or less 636 sq.ft. carpet area, & flat no. 2D, measuring more or less 550 sq.ft. carpet area, both on the Second floor, two flats being No. 3A, measuring more or less 636 sq.ft. carpet area, & flat no. 3D, measuring more or less 550 sq.ft. carpet area, both on the third floor, remaining car parking spaces on the ground floor along with remaining shop rooms measuring more or less 355 sq.ft. in the ground floor and total commercial spaces in the ground

floor, save and except owner's allocation of the proposed G + 3 storied building.

**ARTICLE : "IX"**

**OWNER' OBLIGATION**

1. That during the continuance of this Agreement the Owner shall not in any way cause any impediment or obstruction whatsoever in the construction or development of the said property at the said premises by the Developer subject to violation of the terms and conditions of this Agreement by the Developer.
2. That the Owner shall sign all necessary papers and documents, which may be require by the Developer for the purpose of construction and development of the said property in the said premises.
3. The Owner shall execute a registered General Power of Attorney in favour of the Developer or its nominee /nominees as the Case may be to facilitate the construction of the Building according to the sanctioned, plan sanctioned by Rajpur-Sonarpur Municipality and in case of death of the Owner the legal heirs of the deceased Owner or the executors shall execute Power of Attorney in favour of the Developer empowering it to sell Flats, Car Parking Space, Shop and Covered Space in Developer's allocation and for such purpose, to enter into an



Agreement with intending Purchaser or Purchasers receive all earnest money and all payments towards consideration money and to execute sign and register such Deed of Conveyance in respect of Flats and Car Parking Spaces and Shops in Developer's allocation.

4. The Owner shall complete/paid up the Rajpur Sonarpur Municipality tax upto the date of signing of this Agreement in the records of the Rajpur- Sonarpur Municipality.

5. That the owner will pay charges for installation of lift and transformer proportionately to the developer herein.

**5. THE OWNER COVENANT WITH THE DEVELOPER  
INTER ALIA AS FOLLOWS:**

- (a) Not to cause any interference or hindrance in the construction of the building at the said Premises by the Developer.
- (b) Not to do any act deed or thing whereby the Developer may be prejudicially affected from the right of selling, transferring, dealing with and/or disposing of the space of the building and premises.
- (c) Not to let out, grant, lease, mortgage and cause any encumbrance and/or charge the said premises or any

portion thereof without the consent in writing of the Developer during the subsistence of this Agreement.

- (d) To cause to be joined such person or persons and parties as may be required by the Developer in the agreements and/or sale deeds that may be executed, by the Owner, for sale and transfer of the proportionate share of land or building space(s) at the cost of the Developer and/or his nominee/nominees.
- (e) To actively render at all times all co-operation and assistance to the Developer in constructing and/or completing the building, receiving loan from the financial institutions and sale and transfer of the building and premises and envisages hereunder as and when to be required.
- (f) After obtaining municipality certificate for completion of job, from Rajpur-Sonarpur Municipality the developer should handover the copy of said certificate to the Owner unconditionally.

6. The Conveyance or any other deed of the undivided proportionate share of land/space together with flat/flats/garage comprised in the said premises / as be appurtenant to the

Developer's allocation shall be made to the Developers or his nominee or nominees or the person or persons interested in purchasing or otherwise acquiring undivided land or other space and flat/flats in the Developers' area in such portion and/or shares as the Developer may from time to time nominate and direct.

7. Without prejudice to obligations the Developer to construct the allocations of the Owner to execute and register the Sale Deed or any other deed as mentioned hereinabove, the Developer shall be absolutely entitled to enter into all agreements and other documents of transfer for the said space/flats etc. and the Flats and other spaces as be constructed by the Developer from time to time thereon (save the flats as may be constructed by the Developer for and on behalf of the Owner) to the persons interested in owning the same or portions thereof in such share and portions as the Developer may deem fit and proper and to take earnest and all payment therefore.

8. It is clarified that all amounts receivable under such agreements or other document of transfer for indefeasible proportionate share of land comprised in the said premises and/or flats and/or space shall be for and to the account of the Developer and shall be received by the Developer exclusively and the Owner shall have no objection therewith on the followings: -



- (i) Sanctioning of the plan and for additions and/or alterations in the plans as may be required for construction of the building on the said premises.
- (ii) Construction of the building should be made by the Developer with his own cost and the developer obtains any loan from any financial institution, Bank or from any other person against his allocation of the said project. The developer can involved any other person/persons as his partner through partnership deed for completion of the said project. The Owner and Developer have no objection against any intending flat purchaser regarding Banking Loan or loan from any Financial Institution or personal loan from any person.
- (iii) Execution and registration of all Agreements and/or other Deeds and documents of transfer, lease, sale of the proportionate share of land and flat/flats and common areas comprised in the said premises as be appurtenant to the Developers' area to the customers of the Developer.
- (iv) The Owner have supplied all the necessary documents for obtaining sanction building plan from Rajpur-Sonarpur Municipality and for proceeding the construction over the land mentioned to **Schedule A**.

9. The Owner shall never be liable for the Developers' activities in connection with the collection of money from the intending Purchaser relating to the Developers' allocation and/or for any credits from any person(s) or authority in the tune of any amount for the construction of the said proposed building. Before during or after construction of the said building according to the plan or plans all materials plants and machinery brought in or upon the said property or workmen, laborer used employed or to be used and employed for constructing the said building shall remain at the Developer and/or his agent's sole risk and responsibility and shall at all times to be absolute property of the Developer and the Owner shall not be entitled to exercise any lien nor impose any attachments, claims or any charges thereto.

10. In case of demise of the Owner during the tenure of the construction and final transaction, his heirs shall in that case make such acts and things so that this agreement remains valid and fresh General Power of Attorney shall be executed by his heirs so long the final transaction is not completed and in case of negligence or failure all the heirs of the Owner shall be liable to make good of the total loss and damages whatsoever the Developer may suffer in this regard.

11. All notices consents and approvals to be given on behalf

of the Owner shall be either delivered to the Developer personally or left for it at its usual place of business mentioned above.

**ARTICLE : XI**

**(DEVELOPER'S OBLIGATIONS)**

1. That the Developer complete the construct of the said proposed Building in terms of this Agreement and in accordance with the plans to be sanctioned or revised thereof by the Rajpur Sonarpur Municipality strictly within the unless prevented by any circumstances beyond the control or by force majeure in Developer's own cost, risk and responsibility.
2. The Developer after completion of the Building shall obtain completion certificate in respect of the Building from the Rajpur Sonarpur Municipality within the said stipulated period.
3. The Developer shall not handover possession of any flat of Developer's allocation of anyone before delivery of possession of Owner allocation, to the Owner in full satisfaction within the stipulated period.
4. The Developer hereby agrees and covenants with the Owner not to vacate contravene or deviate any of the provisions or rules applicable for construction of the said Building.



5. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner selling, assigning and/or disposing of the Owner allocation of the portion thereof of the said proposed Building in the said premises /property. The Land Owner shall hand over the possession of proposed land to the Developer.

**ARTICLE : "XII"**  
**(RESTRICTIONS)**

The Developer during construction shall abide by all laws, rules and regulations of Government, Local Bodies and/or other Authorities and if notice/ summon/ letters are received and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

**ARTICLE : "XIII"**  
**(MISCELLANEOUS)**

1. The Owner and the Developer have entered into the Agreement purely on a principal to principal basis and nothing stated herein shall be deemed to construe a partnership between

the Developer and the Owner as a Joint Venture between the Owner and the Developer and not in any manner constitute an Association of persons, each Party shall keep the other party indemnified from and against the same and this Agreement shall be binding on the heirs, executors, administrators, representatives and assigns of the Parties hereto.

2. As and from the date of completion of the Building, the Developer and/or its Transferees and the Owner and/or their Transferees shall each be liable to pay and bear levies payable in respect of their respective spaces as assessed by the Rajpur-Soriarpur Municipality and/or other Authorities. That after sanction of building plan a supplementary agreement will be executed by both part herein explaining both parties allocation in the proposed new building of Schedule 'A' property.

3. All disputes and differences arising out of this Agreement or in relation to the determination of any liabilities of the Parties hereto or the construction and interpretation any of the terms or meaning thereof shall be referred to arbitration of the Learned Advocate who will be appointed by Court under the provisions of Arbitration and Conciliation Act, 1996 and any statutory

modification or enactment thereto from time to time in force and award given by the Arbitrator shall be binding final and conclusive of the Parties hereto.

**ARTICLE : "XIV"**  
**(JURISDICTION)**

Appropriate Courts at Alipore, District -- South 24-Pargtanas 01 Calcutta High Court, shall have the jurisdiction to entertain all disputes and actions between the Parties herein.

**SCHEDULE - "A" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE SAID LAND)**

**ALL THAT** piece and parcel of land measuring 6 Cottahs 10 Chittacks 8 sq.ft. in Mouza - Teghori, J.L. No. 52, R.S. No. 126, R.S. Dag No. 84, L.R. Dag No. 86, R.S. Khatian No. 30, L.R. Khatian No. 4463 & 4425, under Rajpur Sonarpur Municipality, Ward No.8, Holding no. 2633, Teghori, Police Station- Sonarpur at present Narendrapur, Kolkata-700150, Road Zone- Narendrapur Station Road, District - South 24 Parganas, which is butted and bounded as follows :

- On the North** : Other's house and land.
- On the South** : House of Paresh Mondal.
- On the East** : House of Manash Mondal.
- On the West** : Narendrapur Station Road.



**SCHEDULE "B" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE OWNER' ALLOCATION)**

Shall be five numbers of flats i.e. one flat being No. 1D, on the first floor, measuring more or less 550 sq.ft. carpet area, two flat being No. 2B measuring more or less 561 sq.ft. carpet area, & Flat no. 2C, measuring more or less 528 sq.ft. carpet area, both on the Second floor, two flats being No. 3B, measuring more or less 561 sq.ft. carpet area, & flat no. 3C, measuring more or less 528 sq.ft. carpet area, both on the third floor, two car parking spaces on the ground floor along with one shop room measuring 210 sq.ft. in the ground floor of the proposed G + 3 storied building.

Along with the developer have paid a sum of Rs.8,00,000/- (Rupees eight lakhs) only as refundable amount to the owners herein.

**SCHEDULE - "C" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)**

Shall be seven numbers of flats i.e. three flats being No. 1A, measuring more or less 636 sq.ft. carpet area, flat no. 1B, measuring more or less 561 sq.ft. carpet area, & flat no.1C,

measuring more or less 528 sq.ft. carpet area, on the first floor, two flat being No. 2A, measuring more or less 636 sq.ft. carpet area, & flat no. 2D, measuring more or less 550 sq.ft. carpet area, both on the Second floor, two flats being No. 3A, measuring more or less 636 sq.ft. carpet area, & flat no. 3D, measuring more or less 550 sq.ft. carpet area, both on the third floor, remaining car parking spaces on the ground floor along with remaining shop rooms measuring more or less 355 sq.ft. in the ground floor and total commercial spaces in the ground floor, save and except owner's allocation of the proposed G + 3 storied building.

**SCHEDULE - "D" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE COMMON AREAS)**

1. Staircase on all floors, staircase landing on all floors & lift.
2. Common passage from the main road to the Building,
3. Water pump, water tank and other plumbing installation and pump room, overhead tank.
4. Drainage and sewers.
5. Boundary walls and main gate.
6. Such other fittings and fixtures which are being used

commonly for the common purposes or needed for using the individual facilities/amenities.

7. Roof of the building.

**SCHEDULE - "E" ABOVE REFERRED TO**  
**(DESCRIPTION OF THE COMMON EXPENSES)**

1. The expenses of maintaining, repairing, redecorating, renewing the main structure roof and in particular the drainage system sewerage system, rain water discharge arrangement, water electricity supply system to all common areas in mentioned in **SCHEDULE "D"** hereinbefore.

2. The expenses of repairing, maintaining, white washing and colour washing the main structure outer walls and common areas of the Building.

3. The costs of cleaning and lighting the entrance of the Building and the passage and spaces around the Building lobby, staircase and other common areas.

4. Salaries of all persons and other expenses for maintaining the said building.

5. Municipal taxes, water taxes, insurance premium and other taxes and other outgoings whatsoever as may e applicable



and/or payable as the said building.

6. Such other expenses as may be necessary for or incidental in the maintenance and upkeepment of the premises and the common facilities and amenities.

**SPECIFICATION**  
**(STRUCTURAL DESIGN)**

**BUILDING :**

Multi storied building .

**STRUCTURE :**

R.C.C. framed structure with brick walls and cement plaster finish.

**FLOORING :**

Vitrified Tiles.

**TOILET :**

White colour Tiles in floor and 6' ceramic white glaze tiles, porcelain basin, Indian commode with PVC cistern in white colour.

**KITCHEN :**

Black granite table finished with one whole steel sink in kitchen.

**DOORS:**

Flush wooden shutters with wooden frame painted with two coats wood primer.

**WINDOWS :**

Aluminum sliding windows fitting white glass with grill.

**ELECTRICAL :**

Concealed copper wiring with A-1 quality switches and plug sockets with necessary light and fan & one A.C. points but without light fittings and fan (with telephone and cable point).

**OUTSIDE BUILDING :**

Cement base paint finish.

**INSIDE WALLS :**

Plaster of Paris.

**ROOF :**

Water proofing treatment on roof.

**WATER :**

Water pump and overhead water tank or boring water.

**ADDITION/ALTERATION/MODIFICATION:**

In case of any addition/alteration/modification (internally) if desired by the proposed Owner and estimate will be submitted by us to them for the same and will be taken up by us only when the said estimates are agreed upon by the proposed Owner to be paid extra to us.

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

**SIGNED, SEALED & DELIVERED**

By the parties at Kolkata in the Presence of :

**WITNESSES:**

1. Karabi Guin  
Adv.

Alipore Judges Court  
KOL- 27

*Signature*

**SIGNATURE OF THE OWNER**

2. Mahasweta Das Kar (Balaragi)  
Feghara (Sardar Park)

P.O - R.K Palley

**MAA SHIBANI CONSTRUCTION**

P.S - Narendrapur

**MAA SHIBANI CONSTRUCTIONS**

KOL - 700150

*Ajay Mondal*  
Partner Proprietor

*Readover explain English to Bengli and*  
Drafted by me :

**SIGNATURE OF THE DEVELOPER**

*Signature of Tapas Chowdhury*

**(TAPAS CHOWDHURY) Advocate**

Alipore Judges' Court  
Kolkata-700 027.

Computer Typed by :

*S. Mondal*  
Alipore Judges Court.  
Kolkata-700 027.

*F/32/112/70*



**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named Developer the sum of **Rs.8,00,000/- (Rupees eight lakhs) only** which is refundable as per this Agreement, by following manner :-

<b>Cheque No.</b>	<b>Dated</b>	<b>Drawn on</b>	<b>Amount Rs.</b>
000138	21.04.2018	HDFC Bank	4,00,000/-
000143	20.03.2019	HDFC Bank	1,00,000/-
000151	09.06.2020	HDFC Bank	50,000/-
000266	17.11.2022	HDFC Bank	2,25,000/-
Cash			25,000/-
		<b>Total</b>	<b>8,00,000/-</b>

**(Rupees eight lakhs) only**

**WITNESSES:**

1. Karabi Guin  
Adv

महादेव नरकर

**SIGNATURE OF THE OWNER**

2. Mahadev Naskar (Beirogh)

## Major Information of the Deed

Deed No. :	I-1603-17525/2022	Date of Registration	17/11/2022
Query No / Year	1603-2003223233/2022	Office where deed is registered	
Query Date	13/11/2022 5:34:38 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Baidyanath Dolui Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9064896216, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 8,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 59,72,504/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,031/- (Article:48(g))	Rs. 8,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		



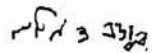
### Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Narendrapur Station Road, Mouza: Teghari, JI No: 52, Pin Code : 700150

Sch No.	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-86 (RS :-)	LR-4463	Bastu	Bastu	5 Katha 8 Sq Ft	1/-	45,10,003/-	Property is on Road
L2	LR-86 (RS :-)	LR-4425	Bastu	Bastu	1 Katha 10 Chatak	1/-	14,62,501/-	Property is on Road
		<b>TOTAL :</b>			<b>10.9496Dec</b>	<b>2 /-</b>	<b>59,72,504 /-</b>	
		<b>Grand Total :</b>			<b>10.9496Dec</b>	<b>2 /-</b>	<b>59,72,504 /-</b>	





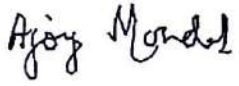
**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr LALIT NASKAR</b> Son of Late BECHARAM NASKAR Executed by: Self, Date of Execution: 17/11/2022 , Admitted by: Self, Date of Admission: 17/11/2022 ,Place : Office			 17/11/2022
TEGHARIA SARADA PARK, City:- Not Specified, P.O:- SONAARPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150 Sex: Male, By Caste: Hindu, Occupation: Busir Citizen of: India, PAN No.:: AOxxxxxx7R, Aadhaar No: 20xxxxxxxx9288, Status :Individual, Executed by: Self, Date of Execution: 17/11/2022 , Admitted by: Self, Date of Admission: 17/11/2022 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>MAA SHIBANI CONSTRUCTIONS</b> NARENDRAPUR STATION ROAD, City:- Not Specified, P.O:- R K PALLY, P.S:-Sonarpur, District:-South 24 Parganas, West Bengal, India, PIN:- 700150 , PAN No.:: AHxxxxxx7D,Aadhaar No Not Provided by UIDAI, St :Organization, Executed by: Representative			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr AJAY MONDAL (Presentant)</b> Son of Late RABIN MONDAL Date of Execution - 17/11/2022, , Admitted by: Self, Date of Admission: 17/11/2022, Place of Admission of Execution: Office			 17/11/2022
NARENDRAPUR STATION ROAD, City:- Not Specified, P.O:- R K PALLY, P.S:-Sonarpur, District: South 24-Parganas, West Bengal, India, PIN:- 700150, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx7D, Aadhaar No: 65xxxxxxxx5043 Status : Representative, Representative of : MAA SHIBANI CONSTRUCTIONS (as SOLE PROPRIETOR)				



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr BAIDYANATH DOLUI</b> Son of Late B DOLUI ALIPUR POLICE COURT, City:- Not Specified, P.O:- ALIPUR, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	17/11/2022	17/11/2022	17/11/2022

Identifier Of Mr LALIT NASKAR, Mr AJAY MONDAL

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr LALIT NASKAR	MAA SHIBANI CONSTRUCTIONS-8.26833 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr LALIT NASKAR	MAA SHIBANI CONSTRUCTIONS-2.68125 Dec

**Land Details as per Land Record**

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Narendrapur Station Road  
 Mouza: Teghari, JI No: 52, Pin Code : 700150

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 86, LR Khatian No:- 4463	Owner:ললিত নস্কর, Gurdian:বেচারাম নস্কর, Address:নিজ , . Classification:শালি, Area:0.08000000 Acre,	Mr LALIT NASKAR
L2	LR Plot No:- 86, LR Khatian No:- 4425	Owner:ললিত নস্কর, Gurdian:বেচারাম নস্কর, Address:নিজ , . Classification:শালি, Area:0.03000000 Acre,	Mr LALIT NASKAR



**Endorsement For Deed Number : I - 160317525 / 2022**

On 17-11-2022

**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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:16 hrs on 17-11-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by M AJOY MONDAL .

**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 59,72,504/-

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

Execution is admitted on 17/11/2022 by Mr LALIT NASKAR, Son of Late BECHARAM NASKAR, TEGHARIA SARU PARK, P.O: SONAARPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by Profession Business

Identified by Mr BAIDYANATH DOLUI, , Son of Late B DOLUI, ALIPUR POLICE COURT, P.O: ALIPUR, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 17-11-2022 by Mr AJOY MONDAL, SOLE PROPRIETOR, MAA SHIBANI CONSTRUCTIONS (Sole Proprietorship), NARENDRAPUR STATION ROAD, City:- Not Specified, P.O:- R K PALLI P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700150

Identified by Mr BAIDYANATH DOLUI, , Son of Late B DOLUI, ALIPUR POLICE COURT, P.O: ALIPUR, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 8,053.00/- ( B = Rs 8,000.00/- , E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 8,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W  
Online on 16/11/2022 3:46PM with Govt. Ref. No: 192022230176708748 on 16-11-2022, Amount Rs: 8,021/-, Bai  
SBI EPay ( SBlePay), Ref. No. 7007581891025 on 16-11-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 10.00/- by online = Rs 7,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1234, Amount: Rs.10.00/-, Date of Purchase: 09/11/2022, Vendor name: Mamtazuddin Gazi

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W  
Online on 16/11/2022 3:46PM with Govt. Ref. No: 192022230176708748 on 16-11-2022, Amount Rs: 7,021/-, Bai  
SBI EPay ( SBlePay), Ref. No. 7007581891025 on 16-11-2022, Head of Account 0030-02-103-003-02



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