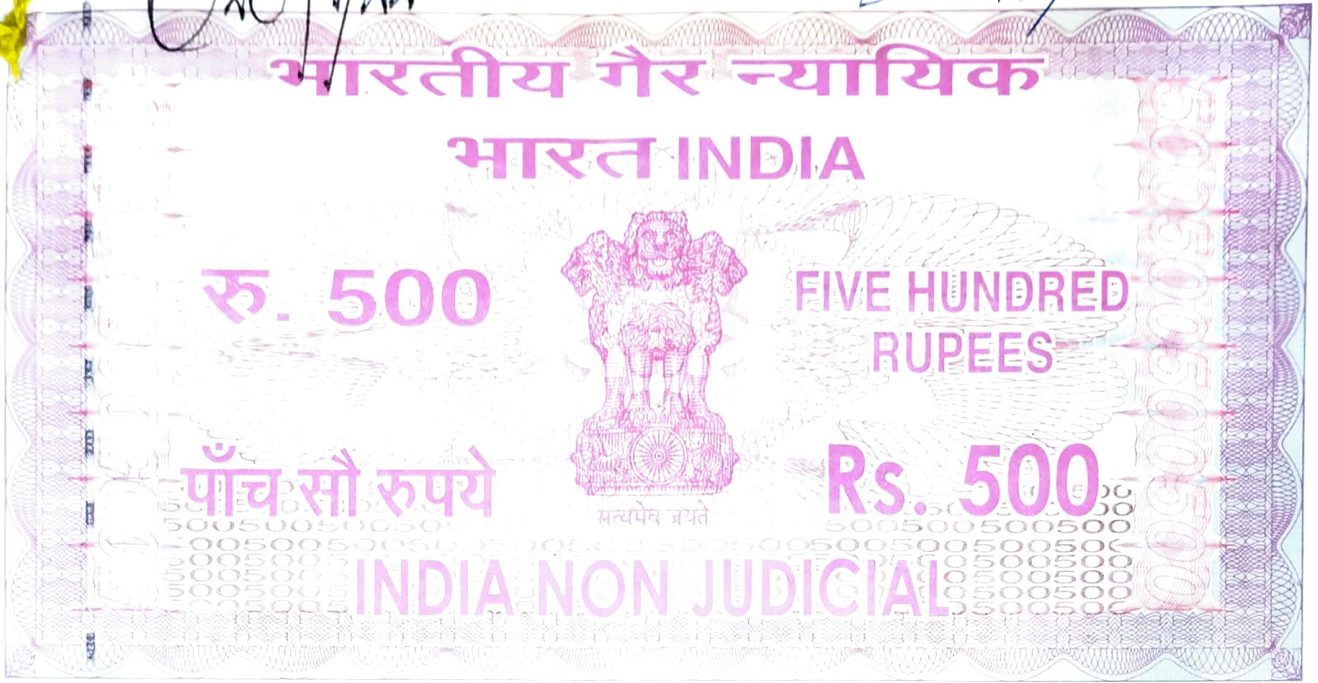


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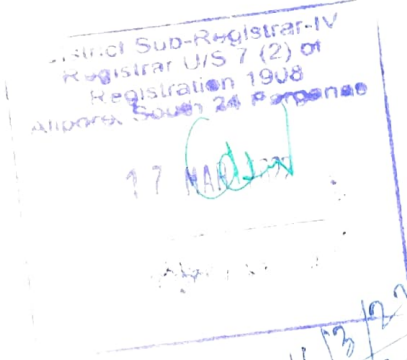
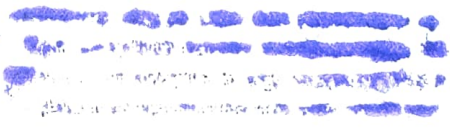
2-2843/22



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

M 288088

16/03/2022  
 Q-2000688997/2022  
 8-25 P.M.



16/3/22  
 17/3/22

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made on this the 16<sup>th</sup> day of March  
 in the year Two Thousand and Twenty Two (2022) **BETWEEN**

5135

9 MAR 2022



M/S Bhattacharjee Construction

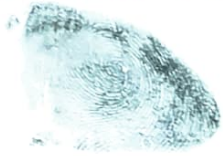
12, Bose Para, Kamdahari, Kol-89

Rspees.....

Signature of Samiran Das

Samiran Das  
Stamp Vendor  
Nalipore Police Court  
South 24 Pgs. Kol

Selami Bhatter



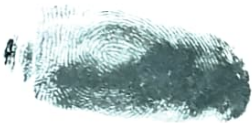
1939

Selami Bhatter



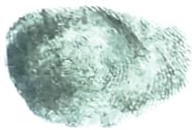
1940

Sanjib Mukherjee



1941

Amita Mukherjee



1942

Subhna Chakraborty



District Sub-Registrar-IV  
Registrar U/S 7 (2) of  
Registration Act 1908  
Nalipore, South 24 Parganas

16 MAR 2022

: 2 :

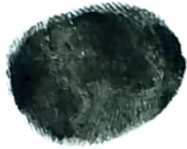
1. **SRI SANJIB MUKHERJEE**, son of Late Sachindra Nath Mukhopadhyay, having his PAN - AGLPM7420K, Aadhaar No. 8859 0951 9606, by Occupation - Service, residing at V-28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdrani, Kolkata - 700084, in the District South 24 Parganas,
2. **SMT. AMITA MUKHERJEE**, wife of Late Samaresh Chandra Mukherjee, having her PAN - CBSPM7443J, Aadhaar No. 9330 0631 9596, by Occupation - Housewife, residing at V-28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdrani, Kolkata - 700084, in the District South 24 Parganas,
3. **SMT. SUBHRA CHAKRABORTY**, wife of Sri Sukanta Chakraborty, daughter of Late Samaresh Chandra Mukherjee, having her PAN - AXMPC6371R, Aadhaar No. 6749 9644 8861, by Occupation - Housewife, residing at 130/1, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdrani, Kolkata - 700084, in the

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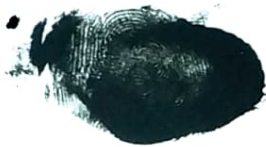
1943

— Subrata Mukherjee



1944

Bina Purkitt



1945

Reena Basu



1946

→ Manika Mukherjee

Identified by me  
Sahana Mukherjee  
Sp. & Sabadak Mukherjee  
A.P.M. Police  
12.01.2022



District Sub-Registrar-IV  
Registrar U/S 7 (2) of  
Registration 18  
Alipore, South 24 Parganas  
16 MAR 2022

: 3 :

District South 24 Parganas, **4. SRI SUBRATA MUKHERJEE**, son of Late Samaresh Chandra Mukherjee, having his PAN - CDUPM6715M, Aadhaar No. 3058 9074 3525, by Occupation - Business, residing at V-28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdrani, Kolkata - 700084, in the District South 24 Parganas, **5. SMT. BINA PUROHIT**, wife of Sri Subrata Purohit, daughter of Late Sachindranath Mukherjee, having her PAN - BNVPP8940H, OCI No. A096658, by Occupation - Housewife, residing at 52, Beven Crescent, Ajax, Ontario L1T4P3, Canada also at Flat No. 506, Vistas Tower 9, Uniworld City, New Town Action Area - III, P.O. & Police Station - New Town, Kolkata - 700156, **6. SMT. RINA BANERJEE**, wife of Sanjoy Kumar Banerjee, daughter of Late Sachindranath Mukherjee, having her PAN - BHJPB3377G, Aadhaar No. 2298 7989 6818, by Occupation - Housewife, residing at 50F, Kshetramohan Naskar Road, P.O. & Police



: 4 :

Station - Regent Park, Kolkata - 700040, in the District South 24 Parganas, and **7. SMT. MANIKA MUKHERJEE**, wife of Late Sachindra Nath Mukhopadhyay, having her PAN - BVXPM3884M, Aadhaar No. 5816 3328 7550, by Occupation - Housewife, residing at V-28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdroni, Kolkata - 700084, in the District South 24 Parganas, all by Faith - Hindu, by Nationality - Indian, hereinafter jointly called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**M/S. BHATTACHARJEE CONSTRUCTION** a Proprietorship firm, having its office at N-12, Bose Para, Kamdahari, P.O. Garia, P.S. Regent Park now Bansdroni, Kolkata - 700084, duly represented by

: 5 :

its sole Proprietor **SRI DEBASISH BHATTACHARJEE** son of Late Kshitish Chandra Bhattacharjee, having his PAzeN - ADYPB2784R, Aadhaar No. 8624 4051 0636, by faith Hindu, by Nationality - Indian, by Occupation - Business, residing at N-12, Bose Para, Kamdahari, P.S. Regent Park, Garia, Kolkata - 700084, in the District South 24 Parganas, hereinafter known and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include the successor-in-office and assigns) of the **OTHER PART**.

**WHEREAS** One Smt. Kamal Moni Devi, Smt. Bijali Lata Devi, Sri Manindra Lal Mukherjee, Sri Santi Lal Mukherjee, and Smt. Renuka Chatterjee jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring more or less an area of 7 Cottahs 00 Chittak 00 Sq.ft., lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14,



: 6 :

comprised in R.S. Khatian No. 788, appertaining to R.S. Dag No. 220/327, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas.

**AND WHEREAS** the said Smt. Kamal Moni Devi, Smt. Bijali Lata Devi, Sri Manindra Lal Mukherjee, Sri Santi Lal Mukherjee, and Smt. Renuka Chatterjee while jointly seized and possessed of the said landed property sold, transferred, conveyed, assigned and assured **ALL THAT** piece and parcel of land measuring more or less an area of 7 Cottahs 00 Chittak 00 Sq.ft., lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 788, appertaining to R.S. Dag No. 220/327, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour of I. Sachindra Nath





: 7 :

Mukhopadhyay, since deceased 2. Samaresh Chandra Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay, by virtue of a registered Bengali Deed of Sale, duly registered in the office of District Registrar at Alipore, recorded in Book No.1, Volume No. 63, Pages from 249 to 253, Being No. 2466, for the year 1974 at the valuable consideration, mentioned therein.

**AND WHEREAS** by virtue of a registered Bengali Deed of Gift, executed on 10.09.1974 and registered on 11.09.1974, in the office of Sub Registrar of Alipore at Alipore, District South 24 Parganas, recorded in Book No.1, Volume No. 115, Pages from 148 to 157, Being No. 3840, for the year 1974, One Kiran Chandra Mukhopadhyay, son of Late Rasik Lal Mukhopadhyay of Kamdahari, P.S. Jadavpur, District South 24 Parganas, therein referred to as the Donor of One Part and 1. Sachindra Nath Mukhopadhyay, since deceased 2. Samaresh Chandra

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Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay both of Kamdahari, P.S. Jadavpur, District South 24 Parganas, therein referred to as the Donees of Other Part whereby and whereunder the Donor therein in consideration for love and affection gifted, transferred and conveyed of **ALL THAT** piece and parcel of land measuring more or less an area of 13 Cottahs 05 Chittak 15 Sq.ft. corresponding to 22 Decimals, lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 788, appertaining to R.S. Dag Nos. 220/326 & 220/327, under Police Station - Regent Park now Bansdrani, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, unto and in favour of 1. Sachindra Nath Mukhopadhyay, since deceased 2. Samaresh Chandra Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay both of Kamdahari, P.S. Jadavpur, District South 24 Parganas.

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**AND WHEREAS** by virtue of a aforesaid two registered Indenture the said 1. Sachindra Nath Mukhopadhyay, since deceased 2. Samaresh Chandra Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay both of Kamdahari, P.S. Jadavpur, District South 24 Parganas jointly became the absolute lawful joint owners of **ALL THAT** piece and parcel of land measuring more or less an area of 20 Cottahs 05 Chittak 15 Sq.ft. (7 Cottahs +13 Cottahs 05 Chittaks 15 Sq.ft.), lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 788, appertaining to R.S. Dag No. 220/326, under Police Station - Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas and each having got undivided eight annas share of the entire land.

**AND WHEREAS** in pursuance to the above the said 1. Sachindra Nath Mukhopadhyay, since deceased 2. Samaresh

**: 10 :**

Chandra Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay both of Kamdahari, P.S. Jadavpur, District South 24 Parganas in different time partly mutated their respective share of land in respect of KMC Premises No. 130/1, Vivekananda Park, Kolkata - 700084, containing an area more or less 05 Cottahs 00 Chittak 44 Sq.ft., KMC Premises No. 130/2, Vivekananda Park, Kolkata - 700084, containing an area more or less 03 Cottahs 06 Chittaks 27 Sq.ft. and KMC Premises No. 130/3, Vivekananda Park, Kolkata - 700084, containing an area more or less 04 Cottahs 13 Chittaks 12 Sq.ft. totalling an area more or less 13 Cottahs 04 Chittaks 38 Sq.ft. and after spalyed some portion of land goes for road and common passage development remaining part of land, containing an area more or less 06 Cottahs 12 Chittaks 07 Sq.ft. seized and possessed by the Present Owners herein without any lets or hindrances, free from all encumbrances.

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**AND WHEREAS** the said 1. Sachindra Nath Mukhopadhyay, since deceased 2. Samaresh Chandra Mukhopadhyay, since deceased, both sons of Late Kiran Chandra Mukhopadhyay both of Kamdahari, P.S. Jadavpur, District South 24 Parganas while jointly seized and possessed of the said land duly constructed brick built pucca two storied building, having covered area more or less 2000 Sq.ft. (On the Ground Floor, having covered area more or less 1000 Sq.ft. and On the First Floor, having covered area more or less 1000 Sq.ft.) over part portion of land at their own costs, expenses and efforts, free from all encumbrances.

**AND WHEREAS** the said Sachindra Nath Mukhopadhyay while seized and possessed of his respective eight annas share of the said land died intestate leaving behind his wife namely Smt. Manika Mukherjee, two daughters namely 1. Smt. Bina Purohit (mukherjee) and 2. Smt. Rina Banerjee (Mukherjee), and one son namely Sri Sanjib Mukherjee, as his only surviving legal heirs to inherit the said landed property with the provision of the Hindu Succession Act., 1956.

**AND WHEREAS** on the other hand the said Samaresh Chandra Mukhopadhyay while seized and possessed of his respective eight annas share of the said land died intestate leaving behind his wife namely Smt. Amita Mukherjee, one daughter namely Smt. Subhra Chakraborty and one son namely Sri Subrata Mukherjee, as his only surviving legal heirs to inherit the said landed property with the provision of the Hindu Succession Act., 1956.

**AND WHEREAS** after demise of the said 1. Sachindra Nath Mukhopadhyay, 2. Samaresh Chandra Mukhopadhyay their surviving legal heirs or heiress namely **1. SRI SANJIB MUKHERJEE**, son of Late Sachindra Nath Mukhopadhyay, **2. SMT. AMITA MUKHERJEE**, wife of Late Samaresh Chandra Mukherjee, **3. SMT. SUBHRA CHAKRABORTY**, wife of Sri Sukanta Chakraborty, daughter of Late Samaresh Chandra Mukherjee, **4. SRI SUBRATA MUKHERJEE**, son of Late Samaresh Chandra Mukherjee, **5. SMT. BINA PUROHIT**,

daughter of Late Sachindranath Mukherjee, **6. SMT. RINA BANERJEE**, daughter of Late Sachindranath Mukherjee, and **7. SMT. MANIKA MUKHERJEE**, wife of Late Sachindra Nath Mukhopadhyay, being the Present Owners herein jointly became the absolute lawful owners of **ALL THAT** piece and parcel of land measuring more or less an area of 20 Cottahs 05 Chittak 15 Sq.ft., lying and situated at Mouza - Kamdahari, J.L. No. 49, R.S. No. 200, District Collectorate Touzi No. 14, comprised in R.S. Khatian No. 788, appertaining to R.S. Dag No. 220/326, under Police Station Regent Park now Bansdroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas and accordingly the said **1. SRI SANJIB MUKHERJEE**, **2. SMT. AMITA MUKHERJEE**, **3. SMT. SUBHRA CHAKRABORTY**, **4. SRI SUBRATA MUKHERJEE**, **5. SMT. BINA PUROHIT**, **6. SMT. RINA BANERJEE**, and **7. SMT. MANIKA MUKHERJEE**, being the Present Owners herein recorded their names in the records of B.L. & L.R.O. and

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: 14 :

finally published their names in the records of rights under **L.R. Khatian Nos. 2270 (Amita Mukherjee), 2271 (Subhra Chakraborty), 2269 (Subrata Mukherjee), 2274 (Bina Purohit), 2273 (Sanjib Mukherjee), 2272 (Manika Mukherjee) and 2275 (Rina Banerjee)** in respect of the said land.

**AND WHEREAS** after recorded their names the said **1. SRI SANJIB MUKHERJEE, 2. SMT. AMITA MUKHERJEE, 3. SMT. SUBHRA CHAKRABORTY, 4. SRI SUBRATA MUKHERJEE, 5. SMT. BINA PUROHIT, 6. SMT. RINA BANERJEE, and 7. SMT. MANIKA MUKHERJEE**, being the Present Ownere herein, duly conversion the aforesaid landed property Danga to Bastu before the Office of the Block Land and Land Reforms Officer, Kolkata, South 24 Parganas, vide **Memo Nos. 17/1971/ BLLRO/KOL/21, 17/1972/BLLRO/KOL/21, 17/1974/ BLLRO/KOL/21, 17/1977/BLLRO/KOL/21, 17/1973/ BLLRO/KOL/21, 17/1976/BLLRO/KOL/21, 17/1975/ BLLRO/KOL/21, dated - 20.12.2021 respectively** and to that effect the Office of the said Block Land and Land Reforms

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: 15 :

Officer, Kolkata, South 24 Parganas has been changed the classification of the said landed property **Danga to Bastu.**

**AND WHEREAS** thereafter the Present Owners herein also mutated their names in the records of the Kolkata Municipal Corporation and property known and numbered as **KMC Premises No. 130, Vivekananda Park, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station Bansdroni, Kolkata - 700084** and accordingly they are paying corporation taxes in their names in the records of **KMC Assessee No. 31-111-28-0130-7.**

**AND WHEREAS** thus the Present Owners herein became the absolute lawful joint owners of **ALL THAT** piece and parcel of Bastu land measuring more or less an area of **06 Cottahs 12 Chittaks 07 Sq.ft., TOGETHER WITH one brick built pucca two storied building, having covered area more or less 2000 Sq.ft. (On the Ground Floor, having covered area more or less 1000 Sq.ft. and On the First Floor, having covered area**



: 16 :

more or less **1000 Sq.ft.**) with cemented floor finished standing thereon, lying and situated at **Mouza - Kamdahari, J.L. No. 49**, R.S. No. 200, District Collectorate Touzi No. 14, **comprised in R.S. Khatian No. 788, appertaining to R.S. Dag Nos. 220/326 & 220/327, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 130, Vivekananda Park, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station Bansdroni, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-28-0130-7 of the Kolkata Municipal Corporation**, in the District South 24 Parganas, **A.D.S.R. at Alipore, D.S.R. at Alipore**, morefully and particularly described in the Schedule "A" hereunder written.

**AND WHEREAS** with a view to develop the Schedule property and to erect multistoried building therein the owners invited the Developer to undertake the charge of such development and/or constructional work over the land as described in the Schedule below, free from all encumbrances.



: 17 :

**AND WHEREAS** it is pertinent to mentioned here that the previous owners of the schedule property namely Manika Mukherjee, Sanjib Mukherjee, being the Present Owner No.1 herein, Smt. Bina Purohit and Rina Banerjee, and Samaresh Mukherjee, being the father of the Owner No.2 herein above have entered into an Memorandum of Understanding with the present Developer i.e. Bhattacharjee Construction on 13th day of July, 2011, under certain terms and conditions, mentioned therein and the Owners herein are intend to entered into an Joint Venture Agreement with the Developer herein as per the terms and conditions as mentioned in the said Memorandum of Understanding, as is where as basis.

**AND WHEREAS** the Developer herein, who has earned sufficient goodwill in the field of development of the land and construction of the building, being agreed with the said proposal of owners and agreed to undertake the charge of such



: 18 :

constructional work and/or development works of the land as described in the Schedule below.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-**

**ARTICLE : I**

**DEFINITIONS :** for proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times shall always mean and include.

**SAID PROPERTY :** shall always mean **ALL THAT** piece and parcel of Bastu land measuring more or less an area of **06 Cottahs 12 Chittaks 07 Sq.ft.**, **TOGETHER WITH** **one brick built pucca two storied building, having covered area more or less 2000 Sq.ft.** (On the **Ground Floor**, having covered area more or less **1000 Sq.ft.** and On the **First Floor**, having covered area more or less **1000 Sq.ft.**) with cemented floor finished standing thereon, lying and situated at **Mouza - Kamdahari, J.L. No. 49**, R.S. No. 200, District Collectorate Touzi No. 14,



: 19 :

**comprised in R.S. Khatian No. 788, appertaining to R.S. Dag Nos. 220/326 & 220/327, under Police Station - Regent Park now Bansdroni, being KMC Premises No. 130, Vivekananda Park, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station Bansdroni, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-28-0130-7 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R. at Alipore, as described in the Schedule "A" below.**

**PROPOSED BUILDING MEANS :** the proposed G+IV storied building to be constructed over the land as described in the Schedule below.

**FLAT/APARTMENT MEANS :** The unit of a self contained accommodation of the said building for residential purpose having one or more rooms along with kitchen, inclusive user of bath and privy with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption

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from others, alongwith free access and right to ingress and egress to and from the main entrance and public Road.

**CAR PARKING SPACE MEANS :** the open or covered space in the ground floor of the building for parking or keeping motor car, scooter or all types of private vehicle defined under motor vehicles Act.

**PLAN OR MAP SHALL MEAN :** the building plan duly sanctioned by the Kolkata Municipal Corporation in respect of the proposed building/buildings and shall include all such modification or alteration as may be made by the developer from time to time as and when required.

**OWNERS MEANS :** 1. **SRI SANJIB MUKHERJEE**, son of Late Sachindra Nath Mukhopadhyay, by Occupation - Service, residing at V-28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdroni, Kolkata - 700084, in the District South 24 Parganas, 2. **SMT. AMITA MUKHERJEE**, wife of Late Samaresh Chandra Mukherjee, by Occupation -



: 21 :

Housewife, residing at V-28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdrani, Kolkata - 700084, in the District South 24 Parganas, **3. SMT. SUBHRA CHAKRABORTY**, wife of Sri Sukanta Chakraborty, daughter of Late Samaresh Chandra Mukherjee, by Occupation - Housewife, residing at 130/1, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdrani, Kolkata - 700084, in the District South 24 Parganas, **4. SRI SUBRATA MUKHERJEE**, son of Late Samaresh Chandra Mukherjee, by Occupation - Business, residing at V 28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdrani, Kolkata - 700084, in the District South 24 Parganas, **5. SMT. BINA PUROHIT**, wife of Subrata Purohit, daughter of Late Sachindranath Mukherjee, by Occupation - Housewife, residing at 52, Beven Crescent, Ajax, Ontario L1T4P3, Canada also at Flat No. 506, Vistas Tower 9, Uniworld City, New Town Action Area - III, P.O. & Police Station - New Town, Kolkata - 700156,

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6. **SMT. RINA BANERJEE**, wife of Sanjoy Kumar Banerjee, daughter of Late Sachindranath Mukherjee, by Occupation - Housewife, residing at 50F, Kshetramohan Naskar Road, P.O. & Police Station - Regent Park, Kolkata - 700040, in the District South 24 Parganas, and 7. **SMT. MANIKA MUKHERJEE**, wife of Late Sachindra Nath Mukhopadhyay, by Occupation - Housewife, residing at V-28, Vivekananda Sarani, (commonly known as 130, Vivekananda Park), P.S. Bansdroni, Kolkata - 700084, in the District South 24 Parganas, all by Faith - Hindu, by Nationality - Indian.

**DEVELOPER MEANS : M/S. BHATTACHARJEE**

**CONSTRUCTION** a Proprietorship firm, having its office at N-12, Bose Para, Kamdahari, P.S. Regent Park, Garia, Kolkata - 700084, duly represented by its sole Proprietor **SRI DEBASISH BHATTACHARJEE** son of Late Kshitish Chandra Bhattacharjee, by faith Hindu, by Nationality - Indian, by Occupation - Business, residing at N-12, Bose



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Para, Kamdahari, P.S. Regent Park, Garia, Kolkata - 700084, in the District South 24 Parganas.

**ARCHITECT** : shall mean any qualified person or persons of firm or firms of LBS appointed or nominated by the Developer as the architect of the building/buildings to be constructed upon the said property.

**SPECIFICATION AND AMENITIES** : materials and specifications as is recommended by the Architect for the construction of the building amenities means - All fittings as described in the Schedule "D" hereinbelow and will be provided by the Developer in those flats under Reserve portion.

**COMMON / SERVICE AREA SHALL MEAN**

- i. Stair Case on all floors.
- ii. Staircase landings on all floors.
- iii. Common passage and lobbies on the ground floor;
- iv. Water pump, water tanks, reservoir, water pipes septic tank, all rainwater pipes and all other common plumbing installations and sanitary installations.

**: 24 :**

v. Common electrical wiring, fittings and fixtures generators (excluding those as is installed for any particular unit);

vi. Drainage and sewerage;

vii. Boundary walls and main gates;

viii. Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and covered and uncovered car parking space and areas;

ix. Roof on the top floor;

**OWNERS' ALLOCATION :** Owners shall get Entire First Floor Flat, 50% Area of Third Floor Flat, Fourth Floor Flat and Ground Floor (50% of Car Parking Space, Shop Room and Office Space) of the proposed G+IV storied building, as per sanction plan to be sanctioned by the Kolkata Municipal Corporation.

The Developer shall already pay a sum of Rs.8,00,000./- (Rupees Eight Lakhs) Only towards non refundable amount in favour of the Land owners herein in the following manner :-

: 25 :

Date of Execution of this Agreement	Rs.2,00,000/-
Date of Obtaining Sanction Plan from KMC	Rs.2,00,000/-
On or before handover lawful physical possession of the Owners' Allocation	Rs.4,00,000/-
<b>Total Rs.8,00,000/-</b>	

**TAX LIABILITY :** the owners shall not be liable to pay the tax liability in respect of selling the flats and car parking spaces under developer allocation.

**INSPECTION OF THE CONSTRUCTION :** the owners shall have the right and liberty to inspect the construction work of the project building. If any inferior quality of the building materials is detected by the owners, the same shall be replaced by the standard good quality by the developer, failing which the owners shall take legal steps against the developer.

**DELIVERY OF THE XEROX COPY :** the developer shall deliver Xerox copy of the Registered Sale Deed in respect of the developer's allocated flats to the owners at time of registration of the said deeds.

**RESERVED PORTION SHALL MEAN :** owner's allocation.

**DEVELOPER'S ALLOCATION :** Developer shall get Entire Second Floor Flat, 50% Area of Third Floor Flat, Fourth Floor Flat and Ground Floor (50% of Car Parking Space, Shop Room and Office Space) of the proposed G+IV storied building, as per sanction plan to be sanctioned by the Kolkata Municipal Corporation out side the owners' allocation.

**INTENDING BUYERS SHALL MEAN :** all the persons firm, organisations who is interested to purchase any flat/flats, and spaces and any other spaces of the said building particularly from the developer's allocation.

**UNAVOIDABLE CIRCUMSTANCES SHALL MEAN :** natural calamities earthquake, civil disorder, political unrest by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.

**AREA OF A FLAT MEANS :** the built-up area of a flat and also as per measurement of approved plan.

**ARTICLE : II**

**DEVELOPER'S OBLIGATIONS :**

That it is agreed by and between the parties herein that the developer shall be entitled to construct a building upon the

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said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who is willing to purchase any flat or car parking space/spaces in the said building provided the developer fulfill the following obligations towards the land owners.

- a. That the developer will construct the proposed building upon the said property strictly as per the building plan duly sanctioned by the Kolkata Municipal Corporation. The name of the building will be "**SATISUNDORI APARTMENT**".
- b. That the developer shall have to maintain the proper sizes/specification as per building plan and also as per advice of the Architect and owners' allocation.
- c. That the developer shall have to appoint a professional civil Engineer or LBS or firm as Architect to supervise the construction of the building/buildings.
- d. That Developer shall complete the building over the land as described in the Schedule below within a period of **24 (Twenty Four) months** from the date of obtaining the sanctioned building plan from the K.M.C.

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- e. That the entire cost and expenses for the construction of the building will be borne exclusively by the Developer and the developer shall have no claim or demand in any part of the said expenses from the land owners. The land owners shall pay nothing in the matter of such constructional and/or development works of the property as described in the Schedule "A".
- f. That on completion of the building in question in terms of the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation the developer shall handover the owner's allocation to the owners.
- g. That the delivery of physical possession of owner's allocation in the proposed building in favour of the land owners will be made by the Developer within next **24 (Twenty Four) months** from the date of signing of this agreement provided that if the constructional and/or development work is not affected or hampered by unavoidable circumstances.
- h. The developer shall pay the Corporation Taxes and electricity bills from the date of taking possession of the

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Premises till the date of delivery of possession of the owner's area of the owners.

- i. The developer should abide by all the laws by laws and regulations of the government, local bodies as the case may be and shall be attend to answer and responsible for any deviation, violation and/or breach of any laws, by-laws, rules and regulations.
- j. That the developer shall have no right or shall not be entitled to sale transfer and/or otherwise encumbered the flats under the owners' allocation in any manner whatsoever.
- k. That the developer shall act as an independent contractor in construction the building and undertake to keep the land owners indemnified from time to time, all 3rd parties claims and actions arising out of any act of commission or accident such as loss of life of labours, mistries and allied natures of things of relating to the construction of the building.
- l. The developer shall keep the owners share harmless and indemnified in respect of any loss, damages, costs, claims,

charges and proceedings that may arise in pursuance to the development of the said property.

- i. The developer shall be responsible for all claims or demand that may be made due to anything done by the developer during construction of building including claims by the owners of the adjoining properties for damages to their buildings or properties.
- ii. The developers shall be responsible for all claims and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever including any accident or other loss.
- iii. The developer shall be responsible for any demand and/or claim by unit owners of the developer's area.
- iv. The developer shall be responsible for any action taken by the Corporation and/or any other authority for any illegal or faulty construction or otherwise of the building.
- m. That the developer, shall install, separate electric meter in the name of owners at the proposed building for the flat under the developer's allocation. The meter installation



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charges and security deposit if any for the same will be borne by the developer.

- n. That the owners shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the Third parties.
- o. That the developer shall pay a sum of Rs.       /- per month to the owners herein towards monthly rent for their alternative Two Numbers of residential accommodations from the date of handing over physical possession of the schedule property in favour of the developer for the purpose of constructional work till hand over lawful physical possession of the owners' allocation in favour of the owners. Such alternative residential accommodation shall be arranged by the owners.

**ARTICLE : III**

**RIGHTS AND PRIVILEGES OF THE DEVELOPER :**

- a. That save and except those portion which shall be kept reserved for the land owners, the developer shall be entitled to sell and/or transfer rest of the flats, car parking



spaces/of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the developer.

- b. That the developer shall be entitled to receive the entire consideration money from the intending buyers against issuing proper receipt thereof.
- c. That the land owners shall have no right and/or liberty to interfere in those transaction made between the developer and the intending buyer/buyers in any manner whatsoever and further the landowner shall not be entitled to claim the profit of the said venture or part thereof.
- d. That the developer shall have every right to disclaim and/or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer in respect of payment on consideration or in any issue, in any term as the developer may think fit and proper.
- e. That the developer shall be entitled to execute all or any sort of Agreement with any intending flat or space buyer/

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buyers and shall be entitled to execute all or any type of deed of transfer in favour of the intending buyer in respect of the flat/space of the building particularly of developer's allocation after handing over the possession of the owner's allocation to them and further shall be entitled to be present before the Registration office or offices for the registration of all those deeds and documents of transfer in favour of all intending buyers on behalf of itself and also on behalf of land owners and for that purpose the land owners and for that purpose the land owners will execute a General Power of Attorney in favour of the developer to do all such acts and deeds required for the proposed construction and registration of the deed of transfer against the under marketed impartible proportionate share of the entire land under schedule property in favour of the flat buyers and the land owners will ratify in favour of the flat buyers and the land owners will ratify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers.

**ARTICLE : IV**

**LAND OWNERS OBLIGATIONS AND PRIVILEGES :**

- a. That the land owners do hereby declare that they have absolute right, title and interest upon the said landed property and do hereby further declare that the said property morefully described in the Schedule below is free from all encumbrances, disputes, litigations and in the mean time they have nor received any notice and notices to the effect that he said land is affected by any scheme of the Government of West Bengal or of the Calcutta Improvement Trust of The Kolkata Municipal Corporation or Kolkata Metropolitan Development Authority and/or any other statutory body at the time of singing of this Agreement So, being satisfied about the marketable title of the said property and the same is free from all encumbrances of the property, the developer herein has entered into this Agreement.
- b. That the land owners shall at the time of execution of this presents deliver to the developer all the certified

documents regarding the title of the land other allied papers and documents against proper receipts/certified copies from the developer.

- c. That the land owners shall not be entitled interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building to the intending buyer. But shall have absolute right & authorities to inspect the main structural part of the building as well as the construction of owners' portion for time to time and also get it checked by any Engineer or Specialised person and any defect or deviation would be removed by the second party/developer.
- d. That for smooth functioning of the development work and for the purpose of construction of the proposed building the land owners shall execute a Registered Power of Attorney in favour of the developer empowering its administrator in office to do all acts and deeds, required for the purpose of construction of the proposed building and to sell, transfer any flat or flats or spaces of the

building, out of developers allocation to any intending buyers, and further to execute and register the deed of transfer only in respect of the proportionate share of land in favour of the flat owners.

- e. The land owners shall have the right to sell, transfer, the flats under their allocation in favour of any persons or persons and to enjoy the consideration money thereof without having any interference in any manner whatsoever from the side of the developer.

**ARTICLE : V**

**CANCELLATION AND ARBITRATION :**

- a. All communication in the form of letter, notice, correspondence from/to either of the parties will be made to the address given herein in this Agreement and will be communicated by postal services or personal peon services and letter, notice, served upon either of the parties by other.

- b. The Court within District South 24 Parganas have the jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.
- c. Both the parties do hereby undertake to cooperate with each other in all respect to materialise the said development project within the stipulated time of **24 (Twenty Four) months** from the date of obtaining sanctioned plan by the K.M.C.

**SCHEDULE "A" OF THE PROPERTY ABOVE REFERRED TO**  
**(Description of the Land)**

**ALL THAT** piece and parcel of Bastu land measuring more or less an area of **06 (six) Cottahs 12 (twelve) Chittaks 07 (seven) Sq.ft.**, **TOGETHER WITH** one brick built pucca two storied building, having covered area more or less **2000 Sq.ft.** (On the **Ground Floor**, having covered area more or less **1000 Sq.ft.** and On the **First Floor**, having covered area more or less **1000 Sq.ft.**) with cemented floor finished standing thereon, lying and situated at **Mouza - Kamdahari, J.L. No. 49, R.S. No. 200,**

District Collectorate Touzi No. 14, **comprised in R.S. Khatian No. 788, appertaining to R.S. Dag Nos. 220/326 & 220/327, under Police Station - Regent Park now Banskroni, being KMC Premises No. 130, Vivekananda Park, having its Mailing Address No. V-28, Vivekananda Sarani, Police Station Banskroni, Kolkata - 700084, within the limits of Ward No. 111 vide KMC Assessee No. 31-111-28-0130-7 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R. at Alipore and the same is butted and bounded in the manner follows:**

**On the North** : KMC Road

**On the South** : Premises No. 130/3, Vivekananda Park.

**On the East** : Premises No. 130/2, Vivekananda Park.

**On the West** : KMC Road

**SCHEDULE "B" OF THE PROPERTY ABOVE REFERRED TO  
(Description of the Owners' Allocation)**

Owners shall get Entire First Floor Flat, 50% Area of Third Floor Flat, Fourth Floor Flat and Ground Floor (50% of Car



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Parking Space, Shop Room and Office Space) of the proposed G+IV storied building, as per sanction plan to be sanctioned by the Kolkata Municipal Corporation.

The Developer shall already pay a sum of Rs.8,00,000./- (Rupees Eight Lakhs) Only towards non refundable amount in favour of the Land owners herein in the following manner :-

Date of Execution of this Agreement	Rs.2,00,000/-
Date of Obtaining Sanction Plan from KMC	Rs.2,00,000/-
On or before handover lawful physical possession of the Owners' Allocation	Rs.4,00,000/-

**Total Rs.8,00,000/-**

**SCHEDULE "C" OF THE PROPERTY ABOVE REFERRED TO**  
**(Description of the Developer's Allocation)**

Developer shall get Entire Second Floor Flat, 50% Area of Third Floor, Fourth Floor and Ground Floor (50% of Car Parking Space, Shop Room and Office Space) of the proposed G+IV storied building, as per sanction plan to be sanctioned by the Kolkata Municipal Corporation out side the owners' allocation.

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**DETAILS OF WORKS AND STANDARD OF MATERIALS :**

01. Earth cutting and Base casting = As per sanctioned plan.
02. Brick Works = 1<sup>st</sup>. class picket with 6:1 mortar.
03. R.C.C. Works = As per sanctioned plan. (structural Drawings)
04. Doors= Frame 4"x3" Sal wood, and Palla commercial flash door.
05. Windows = Aluminium Sliding Glass palla.
06. Grill = 18/5 mm steel with simple design.
07. Plaster = ½" thick Sand Cement plaster inside and out side walls, ceiling, chaja etc. of the building.
09. Plaster of Paris =All rooms inside.
10. Colors = Outside Snowcem.  
Doors, Windows, and Gills Oil Paint with primer.
11. Electric Works = Concealed wiring with Anchor Switches and Wire with normal and necessary points. Extra charges for A.C. points, M.C.B/, Cable line, Exhaust, Telephone line.
12. Plumbing Works = Concealed wiring with Esco fittings with normal and necessary points.
13. Toilet = Glaze Tiles fittings up to 7'-0" high, 1 No. of White Commode/ pan, 2 Nos, of Tab Esco, 1 No. of shower, Extra charges for hot water line and Geezer line.
14. Septic Tank, Water Reservoir, Water Tank and Stair Head Room = As per sanctioned plan.
15. No. Electric connection charges of every flat will pay by the developer.
16. Passage Area Pavement with grey net cement finished.
17. All floor will be finished by marble.

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**IN WITNESS WHEREOF** the Parties herein have set and subscribed their hands on the day, month and year first above written.

**WITNESS :-**

1. Sanvika Bhattacharya  
S/O Late Kamal Bhattacharya  
19/2 Jado Bhattacharya Lane  
KOL-26 P.O. H'skalighat

2. Sanku Mukherjee  
Sanku Mukherjee  
V. 28, Sanku Mukherjee  
Sanku Mukherjee

Sanjeev Mukherjee  
Anita Mukherjee  
Subhira Chakraborty  
Srabati Mukherjee  
Pina Purkait  
Rina Bhattacharya  
Manjita Mukherjee

---

**SIGNATURE OF THE OWNERS**

Drafted by me :

Sanku Mukherjee  
KOL-26 P.O. H'skalighat  
Advocate

Alipore Police Court,  
Kolkata - 700 027  
Computerised Printed by  
Kuntal Mukherjee

M/S BHATTACHARYA & COMPANY  
ADVOCATES

Sanku Mukherjee

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**SIGNATURE OF THE DEVELOPER**

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**MEMO OF CONSIDERATION**

**RECEIVED** by the withinmentioned Developer from the within mentioned Owner the within mentioned sum of Rs.2,00,000/- (Rupees Two Lakhs) only in terms of this Agreement, in presence of the following witnesses and in the following manners :-

- :: **MEMO** :: -

Date	Cheque NO		
1. 16-03-2022	049461	Bank of Maharashtra, Carmu Branch, Kol 84	1,00,000/-
2. 16-03-2022	049462	Do	1,00,000/-

**TOTAL Rs.2,00,000/-**

(Rupees Two Lakhs only)

**WITNESSES : -**

1) Saimvik Bhattacharya  
S/O Late Kamal Bhattacharya  
19/2 Sadu Bhattacharya Lane  
Kol-26 P.O + P.S Kalighat












2) Saimvik Bhattacharya  
S/O Late Kamal Bhattacharya  
V. B. Sankaranda Sarani  
Kol-26

M/S. BHATTACHARIE CONSTRUCTION

Saimvik Bhattacharya  
PROPRIETOR










**SIGNATURE OF THE DEVELOPER**

*Handwritten signature*

	Thumb	1st finger	middle finger	ring finger	small finger
					
					












Name SANJIB MUKHERJEE

Signature Sanjib Mukherjee

	Thumb	1st finger	middle finger	ring finger	small finger
					
					












Name AMITA MUKHERJEE

Signature Amita Mukherjee






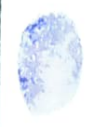





	Thumb	1st finger	middle finger	ring finger	small finger
					
					

Name SUBHARA CHAKRABORTY












Signature Subhara Chakraborty

	Thumb	1st finger	middle finger	ring finger	small finger
					
left hand					
right hand					

Name SUBRATA MUKHERJEE  
 Signature Subrata Mukherjee

	Thumb	1st finger	middle finger	ring finger	small finger
					
left hand					
right hand					

Name BINA PARASHIT  
 Signature Bina Parashit

	Thumb	1st finger	middle finger	ring finger	small finger
					
left hand					
right hand					

Name RINA BANERJEE  
 Signature Rina Banerjee

Thumb      1st finger    middle finger    ring finger    small finger



left hand					
right hand					

Name MANIKA MUKHERJEE

Signature Manika Mukherjee

Thumb      1st finger    middle finger    ring finger    small finger



left hand					
right hand					

Name DEBASISH BHATTACHARYA

Signature Debasish Bhattacharya

Thumb      1st finger    middle finger    ring finger    small finger



left hand					
right hand					

Name .....

Signature .....

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2022, Page from 108708 to 108765  
being No 160402843 for the year 2022.



Digitally signed by ANUPAM HALDER  
Date: 2022.03.25 12:04:34 +05:30  
Reason: Digital Signing of Deed.

(Anupam Halder) 2022/03/25 12:04:34 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)