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District Sub-Register-W
Alipore, South 24-pargament

22 FEB 2073

## DEVELOPMENT AGREEMENT.

AGREEMENT FOR DEVELOPMENT BY CONSTRUCTION OF THE MULTISTORIED BUILDING ON THE PROPERTY LYING AND BEING AT C.S AND R.S. DAG NOS. 148 149 CORRESPONDING TO L.R. DAG/PLOT NO. 157, UNDER C.S AND R.S. KHATIAN NO. 625 & 626 CORRESPONDING TO L.R. KHATIAN NOS. 977 & 978 WITHIN MOUZA PASCHIM PUTIARY, PARGANA MAGURA, VIDE J.L.NO. 6 NOW 126

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Serial No...

Name. P. S. Bandya padhya J. Adv ALIPORE
Name. Stamp Vendor
Alipore Judges' Court 24 Pgs. (S)
Kolkata-700 027

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DISTRICT SUE REGISTRAR-III SOUTH 24 PGS., ALIFORE

2 2 FEB 2023

R.S. NO. 275 UNDER TOUZI NO. 18 OF THE DISTRICT COLLECTORATE, SUB-REGISTRY OFFICE BEHALA BEING WITHIN WARD NO. 115 OF THE KOLKATA MUNICIPAL CORPORATION IDENTIFIED AND KNOWN AS THE MUNICIPAL PREMISES NO. 72, PUTIARY BANERJEE PARA ROAD HAVING POSTAL ADDRESS 65/4, BANERJEE PARA ROAD POLICE STATION THE THEN THAKURPUKUR NOW HARIDEVPUR KOLKATA – 700041, DISTRICT : SOUTH 24 PARGANAS.

## BETWEEN

SRI PANCHANAN BANERJEE AND SRI SOMNATH BANERJEE DWNERS.

AND

M/S. J. J. ENTERPRISE : A PROPRIETORSHIP FIRM, REPRESENTED BY ITS

SOLE PROPRIETOR NAMELY MRS. JOLLY BANERJEE

PROMOTER/DEVELOPER.

THIS AGREEMENT made on this the 22% day of February. Two Thousand Twentythree of the Christian Era AMONGST SRI PANCHANAN BANERJEE having Aadhaar No. 8661 9026 5649 and PAN No. AKKPB3900A AND SRI SOMNATH BANERJEE having Aadhaar No. 7856 2995 9441 and PAN No. AIXPB8256E; both are sons of Late Santosh Kumar Banerjee, by Nationality Indian by religion Hindu, by Occupation Actor and Business respectively, residing at 65/4, Banerjee Para Road, P.O. Paschim Putiary, P.S. Haridevpur, Kolkata — 700041, herein after called and referred to as the OWNERS (which term or expression unless excluded by repugnant to the subject or context shall always mean and include their heirs, successors, executors representatives, administrators and assigns) of the ONE PART;

#### AND

M/S. J. J. ENTERPRISE, a proprietorship firm represented by its sole proprietor namely SMT. JOLLY BANERJEE, wife of Sri Somnath Banerjee, having Aadhaar No. 3637 4302 6201 and PAN No. BOGPB3598M, by faith Hindu, by Nationality Indian, by Occupation Business, having residence cum office at Premises no. 65/4, Banerjee Para Road, P.O. Paschim Putiary, P.S. Haridevpur, Kolkata – 700041; hereinafter called and referred to as the DEVELOPER/PROMOTER (which term and expression shall unless excluded by or repugnant to the subject or context shall always mean and include its successors in office, executors, representatives, administrators and assigns) of the DTHER PART;

WHEREAS originally one Sri Bireswar Mukhopadhyay and Sri Bisheshwar Mukhopadhyay on the strength of one registered Partition Deed dated 22.11.1952 became the sole and absolute owner of all that the land measuring about 4 Cottahs 6

Chittacks 8 Sq. Ft. at C.S and R.S. Dag No. 158 under C. S. Khatian No. 270 corresponding to R. S. Khatian No. 617 and also the adjoining land measuring about 4 Cottahs I Chittacks 6 Sq. Ft. at C.S and R.S. Dag No. 157 under C.S. Khatian No. 270 corresponding to R.S. Khatian No. 623, vide J.L. No. 26, R.S. No. 275, District Collectorate Touzi No. 313 within Mouza Paschim Putiary, Pargana Magura, Sub-Registry Office at Behala, P.S. Thakurpukur now Haridevpur and thus they became the owners of the total land measuring about 8 Cottahs 7 Chittacks 14 sq. Ft.;

AND WHEREAS the said Sri Bireswar Mukhopadhyay and Sri Bisheshwar Mukhopadhyay by a Deed of Conveyance registered in the office of the Sub-Registrar at Alipore and recorded there in Book No. I, Volume No. 65, Within pages 285 to 288, Being No. 4023 for the year 1955; sold, conveyed and transferred their aforesaid total land measuring about 8 Cottahs 7 Chittacks 14 Sq. Ft. to Sri Santosh Kumar Bandyopadhyay and Sri Sanat Kumar Bandyopadhyay, both sons of late Kishori Mohan Bandyopadhyay of the aforesaid Mouza Paschim Putiary, Pargana Magura, P.S. Thakurpukur now Haridevpur, the then District: 24 Parganas now South 24 Parganas:

AND WHEREAS the said Sri Santosh Kumar Bandyopadhyay and Sri Sanat Kumar Bandyopadhyay by way of inheritance and also on the strength of the Deed of Gift from their mother and sister as was registered in the office of the District Sub-Registrar, Alipore and recorded there in Book No. 1, Volume No. 317, Within pages 200 to 208, Being No. 12912 for the year 1989 also became the owners of the different lands measuring in total about 0.12 Satak equivalent to 7 Cottahs 4 Chittacks 7 Sq. Ft. lying and being at C.S and R.S. Dag Nos. 148 & 149 under C.S. Khatian No. 625 corresponding to R.S. Khatian No. 626, vide J.L. No. 26, R.S. No. 275, District Collectorate Touzi No. 18 within Mouza Paschim Putiary, Pargana Magura, Sub-

Registry Office Behala, P.O. Paschim Putiary, P.S. Thakurpukur now Haridevpur, District the then 24 Parganas now South 24 Parganas;

AND WHEREAS the above named Sri Santosh Kumar Bandyopadhyay and Sri Sanat Kumar Bandyopadhyay thereafter by a Deed of Partition dated 25.09.1989, registered in the office of the District Sub-Registrar at Alipore and recorded there in Book No. 1, Volume No. 317, Within Pages 209 to 220, Being No. 12913 for the year 1989; amicably partitioned their aforesaid lands with structures between themselves; whereby the said Santosh Kumar Bandyopadhyay became the sole and absolute owner of the total land measuring about 4 Cottahs 3 Chittacks 26 Sq. Ft. with structures standing thereon at C.S and R.S. Dag Nos. 157 under C.S. Khatian No. 270 corresponding to R.S. Khatian No. 623, vide J.L. No. 26, R.S. No. 275, District Collectorate Touzi No. 313 within Mouza Paschim Putiary, Pargana Magura, Sub-Registry Office at Behala, P.S. Thakurpukur now Haridevpur, District – South 24 Parganas. The aforesaid property being included under Ward No. 115 of the Kolkata Municipal Corporation distinguished and identified as the Municipal Premises No. 72, Putiary Banerjee Para Road; having the Postal Address 65/4, Banerjee Para Road, Paschim Putiary, Kolkata – 700041;

AND WHEREAS on the strength of the aforesaid registered Deed of Partition the abovenamed Sanat Kumar Bandyopadhyay became the sole and absolute owner of the total land measuring about 7 Cottahs 4 Chittacks 7 Sq. Ft. including structures standing thereon lying and being at C.S and R.S. Dag Nos. 148 & 149 under C.S. and R.S. Khatian Nos. 625 & 626, vide J.L. No. 26, R.S. No. 275, District Collectorate Touzi No. 18, within Mouza Paschim Putiary, Pargana Magura, Sub-Registry Office at Behala, P.S. Thakurpukur now Haridevpur, District — South 24 Parganas. The aforesaid property being included within Ward No. 115 of the Kolkata Municipal Corporation

distinguished and identified as the Municipal Premises No. 70, Putiary Banerjee Para Road: having the Postal Address 61, Banerjee Para Road, Paschim Putiary, Kolkata – 700041;

AND WHEREAS both the aforesaid Santosh Kumar Bandyopadhyay and Sanat Kumar Bandyopadhyay jointly purchased from Bireswar Mukhopadhyay and Bisheshwar Mukhopadhyay the total land measuring about 8 Cottahs 7 Chittacks 14 Sq. Ft. but out of that the said Santosh Kumar Bandyopadhyay on the strength of the aforesaid registered Partition Deed became the owner of land measuring about 4 Cottahs 3 Chittacks 26 Sq. Ft. and so there still remained an area of land measuring about 4 Cottahs 3 Chittacks 3 Chittacks 33 Sq. Ft. as joint property of the aforesaid-brothers;

AND WHEREAS thereafter the said Sanat Kumar Bandyopadhyay out of natural love and affection by a Bengali Deed of Gift dated 27.09.2001, registered in the office of the District Sub-Registrar-II, Alipore and recorded there in Book No. 1, Volume No. 20, Within pages 352 to 364, Being No. 818 for the year 2001; gifted and transferred all that his ½ share of total undivided land measuring about 4 Cottahs 3 Chittacks 33 Sq. Ft. to his elder brother namely Sri Santosh Kumar Bandyopadhyay, who thus on the strength of the aforesaid Deeds became the sole and absolute owner of the total land measuring about 8 Cottahs 7 Chittacks 14 Sq. Ft. including structures standing thereon and the said property being included within the Ward No. 115 of the Kolkata Municipal Corporation was distinguished and identified as the Municipal Premises no. 72, Putiary Banerjee Para Road; having Postal Address 65/4, Banerjee Para Road. Paschim Putiary, P.S. the then Thakurpukur now Haridevpur, Kolkata – 700041, District: South 24Pgs;

AND WHEREAS on the strength of the aforesaid registered Partition Deed as well as the registered Gift Deed the above named Sri Santosh Kumar Bandyopadhyay being the sole and absolute owner of the entire lands measuring about 8 Cottahs 7 Chittacks 14 Sq. Ft. including structures standing thereon out of natural love and affection by a Bengali Deed of Gift dated 27.09.2001, registered in the office of the District Sub-Registrar-II, Alipore and recorded there in Book No. I, Volume No. 52, Within pages 41 to 48, Being No. 2036 for the year 2002; gifted and transferred from the back side of his aforesaid lands the land measuring about 2 Cottahs 4 Chittacks 33 Sq. Ft. to his younger son namely Sri Somnath Bandyopadhyay and thus the said Sri Santosh Kumar Bandyopadhyay remained the sole and absolute owner of the remaining lands measuring about 6 Cottahs 2 Chittacks 26 Sq. Ft. including structures standing thereon having the Municipal Premises no. 72, Putiary Banerjee Para Road; having Postal Address 65/4, Banerjee Para Road, Paschim Putiary, P.S. Haridevpur, Kolkata – 700041;

AND WHEREAS the abovenamed Santosh Kumar Bandyopadhyay died 20.01.2012 and his wife Smritikana Bandyopadhyay also died on 07.07.2019 leaving their two sons namely Sri Panchanan Banerjee and Sri Somnath Banerjee, the present owners herein, to inherit behind them; who accordingly became the owners of the aforesaid lands measuring about 6 Cottahs 2 Chittacks 26 Sq. Ft. including structures standing thereon being the Municipal Premises no. 72, Putiary Banerjee Para Road; having Postal Address 65/4, Banerjee Para Road, Paschim Putiary, P.S. Haridevpur, Kolkata – 700041 as left by the deceased Santosh Kumar Bandyopadhyay;

AND WHEREAS the above named owners thereafter mutated their names in the records B.L. & L.R.D. Kolkata, South 24 Parganas in respect of their aforesaid lands

measuring about 6 Cottahs 2 Chittacks 26 Sq. Ft. including structures standing thereon, which thereby recorded as at L. R. Dag/ Plot No. 157 under L. R. Khatian Nos. 977 & 978, vide J.L. No. 126, within Mouza Paschim Putiary, under P.S. Thakurpukur now Haridevpur, District — South 24 Parganas but of the out of their aforesaid total lands some were recorded as Danga and accordingly the present owners also obtained conversion certificates from the said office of the B.L. & L.R.D. Kolkata, South 24 Parganas regarding conversion from Danga to Bastu and the said owners also mutated their names in the records of Kolkata Municipal Corporation in respect of their aforesaid lands measuring about 6 Cottahs 2 Chittacks 26 Sq. Ft. including structures standing thereon and accordingly in the Assessment Record their landed area were recorded as 6 Cottahs 2 Chittacks 26 Sq. Ft. alongwith covered structures measuring about 2400 Sq. Ft. in the Nature of Use as D.H. + SHOP having the Municipal Premises no. 72, Putiary Banerjee Para Road ; having Postal Address 65/4, Banerjee Para Road, Paschim Putiary, P.S. Haridevpur, Kolkata - 700041, hereinafter referred to as the "Said Property" lying under Ward No.115 of the Kolkata Municipal Corporation, District- South 24 Parganas;

AND WHEREAS the said Owners for the benefit of them decided to develop their said property by raising multistoried building; after demolishing the existing structures over their said property; as per the Sanctioned Building Plan to be obtained from the Kolkata Municipal Corporation but due to stringent pecuniary conditions the Owners are not in a position to construct such multistoried building over their said property and as such they are in constant search of a good Developer and accordingly the Developer on getting such information proposed to the Owners for raising such construction, who upon representation being satisfied accepted such offer/proposal

and accordingly the Developer being satisfied and confirmed regarding title of the said property agreed for raising construction of multistoried building over the said property by demolishing the existing structures lying thereon depending upon the terms and conditions appearing hereinafter;

AND WHEREAS it has been agreed amongst the parties hereto that the parties will act according to this agreement. The Developer shall develop the said property at her own costs and upon terms and considerations as provided hereinafter.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

#### ARTICLE - I : DEFINITIONS.

- (I) "The Said Property" shall mean all that the land measuring about 6 Cottahs 2 Chittacks 26 Sq. Ft. including structures standing thereon lying and being at C.S and R.S. Dag Nos. 148 & 149 corresponding to L.R. Dag/Plot no. 157, under C.S and R.S. Khatian Nos. 625 & 626 corresponding to L.R. Khatian Nos. 977 & 978 within Mouza Paschim Putiary, Pargana Magura, vide J.L.No. 6 now 126 R.S. No. 275 under Touzi No. 18 of the District Collectorate, Sub-Registry Office Behala being within Ward No. 115 of the Kolkata Municipal Corporation identified and known as the Municipal Premises No. 72, Putiary Banerjee Para Road having postal address 65/4, Banerjee Para Road, P.D. Paschim Putiary, Police Station the then Thakurpukur now Haridevpur, Kolkata 700041, District: South 24 Parganas, as more fully and particularly mentioned and described in the "First Schedule" hereunder written.
- (II) "Building" shall mean the building to be constructed on the said property, in accordance with the plan to be sanctioned by the said Kolkata Municipal Corporation hereinafter referred to as the "Proposed Building" after

demolition of the existing structures lying over the said property.

- (III) "Architect" shall mean any person(s) or firm(s) appointed or engaged by the Developer as the architect of the proposed building to be constructed on the said property by the Developer.
- IV) "Flats" or "units" shall mean and include the independent and fully separate residential unit as shall be comprised in the proposed building to be constructed having a direct exit to the road/street or to a common area leading to such road/street together with its undivided interest in the underneath land, common areas, spaces and facilities.
- (V) "Building Plan" shall mean the Sanctioned Building Plan to be issued by the Kolkata Municipal Corporation in the name of the owners and shall include amendments thereto and/or modifications/revision rectifications thereof, if required, to be made according to law.
- (VI) "Transfer" with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space or flats, car parking spaces and shop rooms in multistoried building to the purchasers thereof, in accordance with law.
- (VII) "Transferee" shall mean a person to whom any space or flats, car parking spaces and shop rooms in the building has been or will be transferred by delivery of possession or otherwise, in accordance with law.
- (VIII) "Advocate" shall mean such Ld. Advocate, as to be engaged by the Developer in her sole discretion and such Ld. Advocate shall look after all legal works of this project including last Deed(s) of Conveyance of the purchaser(s).

## ARTICLE - II. : CONSTRUCTION

(i) The owners shall confer and grant an exclusive right to the developer to develop and build, upon the said property, a ground plus three storied building, after demolishing the existing structures, containing several self contained,

constructed flats and car parking spaces and shop rooms in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and subject to the terms and conditions hereinafter mentioned and to sell the available flats, car parking spaces and shop rooms to the buyers thereof selected by the Developer and to obtain necessary advance from them on such terms and conditions as they may deem fit and proper provided, however, the developer shall have no right to deal with or dispose of the flats, car parking spaces and shop rooms mentioned in Article (v) clause (III), hereof which will be the exclusive property of the owners and the Developer shall have no power of disposition over the same.

### ARTICLE - III. : BUILDING

- (i) The Developer has taken the said property in "as is where is" basis and condition for the purpose of developing the same and shall construct a ground plus three storied building on the said property according to the building plan, to be sanctioned by the Kolkata Municipal Corporation and as per other permissions to be obtained from the other appropriate authorities
- (ii) The Developer shall have the building plan for the proposed construction, prepared by the Architect and such plan after due signing by the owners shall be submitted to the Kolkata Municipal Corporation for sanction. It being understood that the Developer shall avail of and utilise the maximum available F.A.R. in construction of the said building. Be it mentioned here that there are existing five tenants in the said property and the Developer shall negotiate with them and shall cause the required paper works for smooth running of the development works and the Owners shall sign only wherever required.
- (iii) After the drawings are completed, for submission before the Kolkata Municipal Corporation for sanction, the Developer shall place the same before the owners for signature and the owners shall also sign on the required forms/documents and the Building Plan(s) within a period of three days from the date of submission thereof, by the Developer to the Owners.

- (iv) On receipt of the signed drawings and/or building plan(s) the Developer, along with other necessary required documents shall submit the same for sanction before the Kolkata Municipal Corporation and other Authorities and shall take all diligent steps for early sanction of the Building plan and drawings. The Owners undertake to co-operate in all possible manners with the Developer for having such building plan sanctioned at the earliest possible time. All expenses and costs for obtaining such sanctioned building plan including sanction fees and other fees will be borne by the Developer.
- (v) All permissions and/or sanctions from the Kolkata Municipal Corporation; B.L. & L.R.D.; Competent authority under the Urban land (Ceiling & Regulation) Act and other necessary authorities as may be required shall be arranged by the Developer at her own costs and expenses.
- (vi) On receipt of the required sanctioned building plan from the Kolkata Municipal Corporation the Developer shall take all steps to commence the new construction of the building after demolishing the existing structure and shall complete the proposed ground plus three storied building as per sanctioned plan within the period as stated below.
- (vii) The Developer shall be authorised in the name of the Owners in so far as may be necessary to apply and obtain temporary/permanent connections of water, electricity, gas etc. to the building and other inputs and facilities required for the said construction or enjoyment of the building, for which purposes the Owners shall execute in favour of the Developer and/or its nominee(s) any and all such power(s) of attorney and other authorities as shall be required by the Developer and shall sign all such applications and other documents as shall be required for the said purpose or otherwise, for or in connection with the construction of the building from time to time.

#### ARTICLE - IV : BUILDING ALLOCATION

(i) After the building plan is sanctioned by the Kolkata Municipal Corporation, the constructible area to be comprised in the said building shall be divided into

two parts viz. Owners' allocation and the Developer's allocation as are hereinafter provided.

- (ii) The Owners' allocation as here-in-after provided shall be constructed or be built by the Developer for and on behalf and on account of the Owners, who shall have the absolute right to sell, transfer, let out or encumber the same as they in their absolute discretion think fit and proper.
- (iii) The Developer's allocation shall be at the sole and absolute disposal of the Developer, who shall be entitled to enter into agreement with others for the sale and transfer or long term leases and to receive, realise and collect all the moneys receivable in respect thereof in its own name and/or its nominee, and for which Owners shall sign, in all the required papers and documents and also in the deeds of conveyance subsequent thereto.
- Subject to what is here-in-before stated and also subject to what is here-in-(iv)after stated, after the proposed building is fully constructed, the Owners shall transfer to the Developer or to such other person or persons as may be nominated by her or to the intending purchasers as to be selected by the Developer in that regard, the flat/flats and car parking spaces under Developer's allocation along with the undivided share or interest in the land underneath belonging to the Owners in proportion to the floor space available to the Developer or to its nominee or nominees in the said building and it is clearly agreed and understood that the Developer and its nominee or nominees and assignee or assignees and/or the stranger purchasers to whom such flats along with such undivided interest in the land underneath are to be transferred will be the joint owners of the said building together with the Owners or their heirs, executors and assignees and such joint ownership being proportionate to the right to such joint owners in the floor space shall belong to them respectively in the said building.

#### ARTICLE - V : CONSIDERATION

(i) The Developer undertakes to complete the construction of the said proposed building by or within 18 months from the date of sanction of the building plan.

- (ii) The Developer shall reimburse all costs, charges and expenses incurred by it in raising construction over the said property from its own and/or the amounts receivable in selling or transferring or disposing of the Developer's allocation and the Developer shall not be entitled to call upon the Owner to pay and contribute any amount on account of the construction or anything else and the Owners also agree not to claim any right, title and interest in the Developer's allocation and in respect of the money received and collected from the disposal of the said Developer's allocation.
- (iii) <u>DWNERS' ALLOCATION</u>: In the proposed building to be constructed at the said property, the Owners shall get the 50% of the constructed area comprising of several flats along with two Car Parking Spaces and all shop rooms at the Ground Floor and the well demarcated Eastern side Roof (50%) exclusively where the Developer or its nominated purchasers shall have no right to use and enjoy.
- (iv) <u>DEVELOPER'S ALLOCATION</u>: Similarly the Developer shall get the remaining 50% of the constructed area comprising of several flats along with the rest Car Parking Spaces at the Ground Floor and all other constructed portions in the said property under its allocation along with the well demarcated Western side Roof (50%) exclusively; which should be used by the Developer and/or her nominated purchasers.
- (v) Save and except what has been agreed to be allocated to the Owners as aforesaid all other portions in the said building to be constructed but excluding the common areas shall be the Developer's allocation and the Developer shall be entitled to deal with and/or dispose of the same in such manner as the Developer shall think fit and proper and the amounts received therefrom shall absolutely belong to the said Developer exclusively.
- (vi) Upon execution of this development agreement the owners shall hand over all their original deeds and documents of the said property to the Developer and further shall execute and register the required General Power of Attorney in favour of the Developer.

(vii) The Developer shall pay at the rate of Rs.10,000/- per month to the owners as of shifting charge from the date of demolition of the existing old building on the said property till delivery of possession of the Owners' allocation in the proposed building to the Owners within the said property.

### **ARTICLE VI: COMMON FACILITIES**

- (i) It is well understood and agreed that the proposed building shall be fully constructed and completed by the Developer at her own cost within 18 months from the date of sanction of the building Plan. The Developer further agrees and undertakes to pay the K.M.C. taxes, B.L. & L.R.D. revenues etc. at the existing rate for the said period of construction. It is also agreed and understood by the Owners that they shall be liable to pay all rates, taxes and outgoings in respect of their flats, car parking spaces and shop rooms under Owner's allocation which will be their property in the said building upon its construction as well as delivery of possession. The Owners further agree to pay and bear proportionate cost, charges and expenses for maintenance of the common area and common facilities with other allottees/co-owners in respect of the building after delivery of possession of the respective flat of the said building allotted to all of them.
- (ii) As soon as the building will be completed the Developer shall give the notice in writing to the Owners requiring them to take possession of the flats, car parking spaces and shop rooms allotted to them and such notice may be served simultaneously to other allottees of the said building. On and from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for proportionate payment (until mutation) of all municipal and property taxes rates, duties, maintenance charges, dues and other outgoing and impositions whatsoever payable in respect of the proposed flats, car parking spaces and shop rooms under Owner's allocation and the said rates will be apportioned pro-rata with reference to the saleable flats, car parking etc. in the said building to be constructed on the said property.

(iii) The Owners hereby assure that the said property as mentioned in the first schedule given hereunder is free from all sorts of encumbrances and as such undertake to keep the Developer indemnified against all claims, demands, costs, charges, expenses and proceedings if arises in connection thereof.

#### ARTICLE VII. OWNERS' OBLIGATIONS

- (i) That during continuance of this agreement the Owners 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.
- (ii) That the Owners shall sign all papers and documents which may be reasonably required by the Developer for the purpose of construction and development of the said property in the manner here-in-after stated. Be it mentioned here that neither the Owners nor the said property and/or the proposed building to be so constructed thereon shall have liability or obligation in respect of any finance or loan taken by the developer for construction of the said building.
- (iii) The Owners to act and perform their obligations under this agreement; shall grant a General Power of Attorney in favour of the Developer for the aforesaid purposes as would be necessary and required.
- (iv) The Owners shall allow the Developer and its representatives for the purposes of soil testing, drawing and other necessities for development and construction upon the said property.

#### ARTICLE VIII : DEVELOPER'S OBLIGATION

(i) The Developer shall construct the said building in terms of this agreement and in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation and other authorities and shall commence the constructional work as soon as possible from the date of sanction of the building plan by the said Kolkata Municipal Corporation.

- (ii) The Developer shall complete the building by or within 18 months from the date of sanction of the building plan by the Kolkata Municipal Corporation unless prevented by any circumstances beyond her control including force majeure; as per building specifications mentioned in the Second Schedule given below. Under normal condition if the Developer fails to complete the said building within 18 months from the date of sanction of the building plan from the K.M.C. then she shall get further six month time but beyond that she has to pay compensation at Rs.10,000/- per month along with the aforesaid shifting charges until delivery of possession of the Owners' allocation in the said building to be constructed.
- (iii) The Developer shall indemnify and stay indemnified the said Owner and the said property from the effect and also the consequences of any breach or violation on its part in fulfilling the obligations under these presents or under any other contract or covenant, which it may enter into with third party, in regard to the said property or the building to be constructed.

#### ARTICLE IX: RESTRICTIONS

- (i) The Developer shall always abide by all laws, by laws, rules and regulations of the Government, local bodies and all other authorities and shall attend and/or answer to all the Authorities and shall also attend to answer and be responsible for any deviation, and/or breach of any of the said laws, bye laws, rules and regulations etc..
- (ii) The Owners shall not cause any breach, obstruction or throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the proposed Building or in the compounds, corridors or any other portion or precincts of the proposed building.

#### **ARTICLE X: TITLE INDEMNIFIES**

(i) The Owners hereby declares that they have good and absolute right and title to the said property, without any claim, right, title or interest of any other person thereon and that the Owners have good right and title to enter into the

agreement with the Developer and the Owners hereby undertake to indemnify and keep indemnified the Developer from and against any and all third party claims, actions and demands whatsoever in respect of the said property. The Owner shereby declare that the said property is free from all and any manner of lispendens, charges, liens, claims, encumbrances or mortgage whatsoever as stated earlier and accordingly indemnifies the Developer.

- (ii) The Owners thus undertake to indemnify and keep indemnified the Developer from and against any and all actions, charges, liens, claims, encumbrances and mortgages or any third party possessory rights in the said property.
- (ii) The Owners hereby also undertake that the developer shall be entitled to construct and complete the proposed multistoried buildings on the said property as per sanctioned building plan and to enter into agreements with third parties for transfer sell or assign the portions under the Developer's allocation without any interference from the Owners or any-person claiming through or under them and they further undertake to indemnify and also to keep indemnified the Developer from and against all losses, costs, charges and expenses incurred as a result of any breach of the undertakings given here in above.
- (iii) The Developer hereby covenants to construct the proposed multistoried building over the said property in accordance with the building plans to be sanctioned by the Kolkata Municipal Corporation Authority and undertakes to pay all damages, penalties and/or compounding fees payable to the said Kolkata Municipal Corporation or other bodies or authority concerned relating to any deviations and also to other authorities for relating offences.
- (v) The Developer shall act as an independent contractor in construction of the proposed multistoried building over the said property and undertakes to keep the Owners indemnified from and against all third party claims.
- (vi) The Owners hereby undertake to execute, present and cause registration of the General Power of Attorney in favour of the Developer so that she on behalf of the Owners, can execute, present and cause registration of all the required

Deeds of Conveyance in favour of the third parties selected by the Developer in respect of all the flats, car parking spaces, etc. under Developer's allocations after the full completion of the entire building in all sorts/respects as well as after delivery of possession of the flats to the respective person. Provided always that the Developer shall give possession first to the Owners in their allocation; as described here-in-above as Owners' Allocation; to the said multistoried building after its full completion upto the full satisfaction of the said Owners.

#### ARTICLE XI: MISCELLENEOUS

- (i) The Owners and Developer have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to construe any partnership between the said Developer and the Owners, or as a joint venture or adventure between the Owners and the developer nor shall the Developer and the Owners in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.
- (ii) a) The Owners or the Developer, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of a force majeure, with a view that obligations of the party affected by the force majeure shall be suspended for the duration of the force majeure.
  - b) <u>FORCE MAJEURE</u> shall mean flood, earthquake, riot, storms, tempest, civil commotion, strike, lock out and any other act or commission beyond the control of the party affected thereby and non-availability of essential material like cement, sand, stone-chips, marble, iron, steel etc. in the market.
- (iii) It is understood that from time to time, to expedite the construction of the building by the Developer, various acts, deeds, matters and things not herein specifically referred to, may be required to be done by the Developer for which the Developer may require authority of the Owners and various applications and other documents may be required to be signed or made by

the Owners relating to which no specific provisions has been made herein. The Owners do hereby permit, authorise and empower the Developer to do all such acts, deeds, matters and things in this behalf. The Owners undertake to execute any such additional power of attorney and/or other authorisation(s) as may be required by the Developer for the said purpose and also undertake to sign and execute all such additional application(s) and other documents as may be required for the said purpose time to time.

- (iv) Any notice required to be given by the Developer, shall without prejudice of any other mode of service available, be deemed to have been served on the Owners if delivered by hand or sent by pre-paid registered post to the Owners and shall likewise be deemed to have been served on the Developer if delivered by hand or send by pre-paid registered post to the Developer.
- (v) Upon completion of the proposed multistoried building the Developer as of attorney, for and on behalf of the Owners, shall execute appropriate transfer deeds/conveyances in respect of the flats and spaces or portions under Developer's allocation along with proportionate share in the land underneath in favour the persons selected by the developer. The stamp duty, legal fees, transfer charges and registration fees payable for the transfer shall be borne by the transferees. It being further agreed and understood that about flats in the respective floors in the said building belonging to the Owners under Owners' Allocation; in term of this agreement; they shall remain as joint owners of land in proportion to the said Owners' Allocation including all easement and other rights and benefits appertaining thereto and belonging to them under these present and no transfer of joint right of the Owners in the said land is required to be made, according to law.
- (vi) On and from the date of completion of the building the Developer and/or their Transferees and the Owners and/or their transferees shall be liable to pay and bear proportionate charges on account of K.M.C. and other taxes and all charges and impositions and building maintenance etc. in respect of their respective allocations and further they shall bring their respective Electric Meter for their respective flats at their own cost and expenses.

- (vii) The existing structures over the said property, which is agreed to be demolished before construction of the proposed building belongs to the Dwnera. It is however agreed and settled between the Owners and Developer that all building materials which will be available upon demolition shall belong to the said Developer. The Developer will meet the cost of demolition.
- (viii) It is hereby agreed and settled that the said Developer shall complete the proposed building within Eighteen (18) Months from the date of sanction of Building Plan. However for reasonable difficulties if the Developer fails to complete the proposed building in all sorts within time then he will get grace period of another Six (6) Months over and above the said Eighteen (18) months as was originally settled. But in no case the Developer will be allowed any further time for completion of constructional work except force majure. This time schedule should always be considered as the essence of this contract.

### FIRST SCHEDULE ABOVE REFERRED TO

All THAT the Bastu land measuring about 6 Cottahs 2 Chittacks 26 Sq. Ft. including structures standing thereon lying and being at C.S and R.S. Dag Nos. 148 & 149 corresponding to L.R. Dag/Plot no. 157, under C.S and R.S. Khatian Nos. 625 & 626 corresponding to L.R. Khatian Nos. 977 & 978 within Mouza Paschim Putiary, Pargana Magura, vide J.L.No. 6 now 126 R.S. No. 275 under Touzi No. 18 of the District Collectorate, Sub-Registry Office Behala being within Ward No. 115 of the Kolkata Municipal Corporation identified and known as the Municipal Premises No. 72, Putiary Banerjee Para Road having postal address 65/4, Banerjee Para Road, Post Office Paschim Putiary, Police Station the then Thakurpukur now Haridevpur, Kolkata – 700041, District: South 24 Parganas, being butted and bounded as follows:

NORTH - By the premises of Sri Narayan Sanyal.

EAST - By the premises of Sri Probodh Banerjee.

SOUTH - By 8' (Eight) ft. wide K.M.C. Road.

WEST - By 22' (Twentytwo) Ft. wide Banerjee Para Road.

#### SECOND SCHEDULE ABOVE REFERRED TO

<u>ALL THAT</u> the proposed Ground plus Three storied building consisting of flats, car parking spaces and shop rooms shall be constructed over the said property ( as mentioned in the First Schedule given here-in-above) as per following specification.

#### SPECIFICATION OF THE BUILDING

INTERIOR WALLS : 5"- 3" Brick wall as and where necessary and shall be of

plaster of paris.

<u>OUTER WALLS</u>: 8" Brick wall and shall be painted.

FLOORINGS : All floors of the flat shall be of 2' X 3' marbel finish.

DOORS : Main doors shall be wooden (Sal & Gammer) and all other

internal doors shall be of water proof flash door of commercial type and the door of toilet & W.C. shall be of P.V.C. make.

All doors shall be of a coat of primer paint with fittings.

<u>WINDOWS</u>: Alluminium sliding windows with glass panels and Handels

provided with integrated grill to be completed with proper

red-oxide paint.

KITCHEN : Cooking platform top will be of black stone and kitchen wall

upto 2.5 ft. height from kitchen top will be of branded ceramic tiles with C/P bib cock provided in the kitchen for water supply, one 15 amp plug point for mixure machine/micro-oven, one exhaust fan point and one point for filter

water and one general plug point.

TOILET/W.C.

Brand ceramic tiles upto 6' height from the top of the floor with concealed pipe line for water supply, Geyser line with 15 amp. Plug point, shower point, one general water point, one basin for hand wash, comode with cisten with C/P bib cock provided, one exhaust fan point, one light point and one general plug point.

<u>DRAWING CUM DINNING ROOM</u>; Concealed cable line will be provided, 2 nos. fan point two light points, one 15 amp plug point for freeze and one general plug point.

BED ROOM

: One fan point, two light points, one general plug point, one A.C. Point with complete wiring from meter to A.C. point at any one bed room as per choice of the purchaser/owner.

ELECTRIFICATION

: All wires will be concealed in polythene pipe. All wires shall be of cupper. All switch board and switch shall be of best quality of Anchor/Pieety/Roma brand.

WATER SUPPLY

Corporation water connection will be provided in the complex. One 1.5 HP pump set with motor will be provided for lifting water from the under ground reservoir to overhead water tank and shall be connected with each flat direct from the overhead water tank for smooth supply.

GENERAL

All the internal approach roads shall be of cement concrete (Jhama) with cement finish, brick boundary wall upto a height of 5' with both side plaster. Each flat shall have CESC meter and the cost will be borne by the individual flat owner.

Extra charges shall be levied for any extra work to be done other than the specifications as mentioned hereinabove.

**IN WITNESS WHEREOF** the parties hereby put their respective signature on these presents on the day, month and year herein before written.

### SIGNED IN PRESENCE OF THE WITNESSES :-

- 1. Parthasarathe Bandyopathyny Advocate Judge's Court, Alipote, 18, Judges' Court Road, Kolkata - 700027.
- 2. Sutapa Banegee Advocate Indges' Conert, Ali fore Kotkata - 700027

Paretanan Bacreije Somt Danju

SIGNATURE OF THE OWNERS

M/S, I.J. ENTERPRISE
Tolly Bonerges
Proprietor

SIGNATURE OF THE DEVELOPER

DRAFTED BY ME,

Parthasarathi Bandyopathyny, A.P. . Regn. no. F-472/448/85.

Parthasarathi Bandyopadhyay , Advocate.

COMPUTER-TYPED BY ME ;

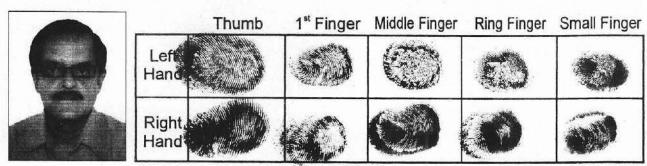
Rupa Bandyopadhyay

Smt Rupa Bandyopadhyay, Computer Operator.

	<u> </u>	Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
РНОТО	Left Hand		11128			
711010	Right Hand					

Name .....

Signature .....



Name .. PANCHANAN BANERUZE
Signature Duchanan Promerize

	Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
Left Hand			e <sub>co</sub>	(84.)	water a
Right Hand					

Name SONNATH BANGRIEE

Signature South Banga

Thumb 1st Finger Middle Finger Ring Finger Small Finger

Left Hand

Right Hand

Name JOLLY BANERSEE Signature Jolly Bauryee



### ALIPORE BAR ASSOCIATION

(AFFILIATED UNDER BAR COUNCIL OF WEST BENGAL)
KOLKATA - 700 027
PHONE: CIVIL: 2479-9335/7330, CRIMINAL: 2479-1477

Card No. ... 1/C/93



Name SMT. SUTAPA BANERJEE Advocate Father's/Husband's name Sri Swapan Baneriee

Address .... 38/1, Maharani Indra Debi Road,

Kolkata - 700 660

9830873886

W.B. Bar Council Enrolment No. WB/1507/1995.

Sutapa Bamerjee Adv

#### Major Information of the Deed

Deed No:	I-1603-02693/2023	Date of Registration	22/02/2023			
Query No / Year	1603-2000356338/2023	Office where deed is registered				
Query Date 09/02/2023 2:11:30 PM		D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas				
Applicant Name, Address & Other Details	SUTAPA BANERJEE ALIPORE JUDGES COURT, Tha BENGAL, PIN - 700027, Mobile N	hana : Alipore, District : South 24-Parganas, WEST				
Transaction		Additional Transaction				
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]				
Set Forth value		Market Value				
		Rs. 61,40,411/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 10,020/- (Article:48(g))		Rs. 53/- (Article:E, E)				
Remarks	Received Rs. 50/- (FIFTY only ) area)		the assement slip.(Urban			

#### Land Details:

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Putiari Banerjee Para Road, Road Zone: (Jadunath Ukil Road (Ward 115) -- M G Road (Ward 115)), , Premises No: 72, , Ward No: 115 Pin Code: 700041

Sch No	Number	Khatian Number	Land U	se Area of Land	SECURITY OF THE PROPERTY OF THE PARTY OF THE	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	6 Katha 2 Chatak 26 Sq Ft		53,30,411/-	Width of Approach Road: 20 Ft.,
	Grand	Total:		10.1658Dec	0 /-	53,30,411 /-	

#### Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value	Other Details
S1	On Land L1	1200 Sq Ft.	0/-	CONTRACTOR OF THE PARTY OF THE	Structure Type: Structure

Gr. Floor, Area of floor: 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total:	1200 sq ft	0 /-	8,10,000 /-	
		•	0.10.0007-	

#### Land Lord Details :

1	Name	Photo	Finger Print	Signature
	Shri Panchanan Banerjee Son of Late Santosh Kumar Banerjee Executed by: Self, Date of Execution: 22/02/2023 , Admitted by: Self, Date of Admission: 22/02/2023 ,Place : Office			Parcham service
	The state of the s	22/02/2023	LTI 22/02/2023	22/02/2023
	Endeated by . Jell, Date of E	Aeculion, ZZ/U	2/20/3	oste: Hindu, Occupation: Professional exxxx5649, Status :Individual, Office
1	, Admitted by: Self, Date of Name	Aeculion, ZZ/U	2/20/3	
	, Admitted by: Self, Date of	Admission: 22/0/	2/2023 02/2023 ,Place : (	Office
	Admitted by: Self, Date of Name  Shri Somnath Banerjee (Presentant) Son of Late Santosh Kumar Banerjee Executed by: Self, Date of Execution: 22/02/2023 Admitted by: Self, Date of Admission: 22/02/2023 ,Place	Admission: 22/0/	2/2023 02/2023 ,Place : (	Office Signature

#### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
	J J ENTERPRISE 65/4, Banerjee Para Road, City:-, P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, PAN No.:: boxxxxxx8m,Aadhaar No Not Provided by UIDAI, Status:Organization,

#### Representative Details:

,	Name,Address,Photo,Finger	print and Signature	e	
1	Name ,	Photo	Finger Print	Signature
	Smt Jolly Banerjee Wife of Somnath Banerjee Date of Execution - 22/02/2023, , Admitted by: Self, Date of, Admission: 22/02/2023, Place of Admission of Execution: Office			July Markyer
		Feb 22 2023 12:27PM	LTI 22/02/2023	22/02/2023 hakurpukur, District:-South 24-

65/4, Banerjee Para Road, City:-, P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: boxxxxxx8m, Aadhaar No: 36xxxxxxxx6201 Status: Representative, Representative of: J J ENTERPRISE (as Sole Proprietor)

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mrs Sutapa Banerjee Wife of Mr Swapan Banerjee Alipore Judges Court, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027	d.		Intapa Bamerica
	22/02/2023	22/02/2023	22/02/2023

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Shri Panchanan Banerjee	J J ENTERPRISE-5.08292 Dec
2	Shri Somnath Banerjee	J J ENTERPRISE-5.08292 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Shri Panchanan Banerjee	J J ENTERPRISE-600.00000000 Sq Ft
2	Shri Somnath Banerjee	J J ENTERPRISE-600.00000000 Sq Ft

## Endorsement For Deed Number: I - 160302693 / 2023

#### On 22-02-2023

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48

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

Presented for registration at 12:03 hrs on 22-02-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri

## 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

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

Execution is admitted on 22/02/2023 by 1. Shri Panchanan Banerjee, Son of Late Santosh Kumar Banerjee, 65/4, Banerjee Para Road, P.O: Paschim Putiary, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN -700041, by caste Hindu, by Profession Professionals, 2. Shri Somnath Banerjee, Son of Late Santosh Kumar Banerjee, 65/4, Banerjee Para Road, P.O: Paschim Putiary, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700041, by caste Hindu, by Profession Business

Indetified by Mrs Sutapa Banerjee, , , Wife of Mr Swapan Banerjee, Alipore Judges Court, P.O. Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-02-2023 by Smt Jolly Banerjee, Sole Proprietor, J J ENTERPRISE (Sole Proprietoship), 65/4, Banerjee Para Road, City:-, P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal,

Indetified by Mrs Sutapa Banerjee, , , Wife of Mr Swapan Banerjee, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Certified that required Registration Fees payable for this document is Rs 53.00/- (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 21/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/02/2023 3:54PM with Govt. Ref. No: 192022230300652478 on 17-02-2023, Amount Rs: 21/-, Bank: SBI EPay ( SBIePay), Ref. No. 7445341874837 on 17-02-2023, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs Description of Stamp

1. Stamp: Type: Impressed, Serial no 290, Amount: Rs.500.00/-, Date of Purchase: 10/02/2023, Vendor name: Bidyut Kr Saha

Description of Online Payment using Government Receipt Portal System (GRIF'S), Finance Department, Govt. of WB Online on 17/02/2023 3:54PM with Govt. Ref. No: 192022230300652478 on 1/-02-2023, Amount Rs: 9,520/-, Bank: SBI EPay (SBIePay), Ref. No. 7445341874837 on 17-02-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1603-2023, Page from 90428 to 90459
being No 160302693 for the year 2023.



Shan

Digitally signed by Debasish Dhar Date: 2023.02.27 17:53:50 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/02/27 05:53:50 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)