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Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Add. District Sub-Registrar  
Chhala, South 24 Parganas

- 2 JUL 2020

**AGREEMENT FOR DEVELOPMENT OF A REAL ESTATE PROJECT**

**THIS AGREEMENT FOR DEVELOPMENT OF A REAL ESTATE PROJECT (hereinafter called and referred as the "Development Agreement"), is made on this the 30<sup>th</sup> day of June, Two Thousand Twenty (2020)**

**BETWEEN**

SL. NO. 692 | DATE 19/06/2020  
NAME Subhan Kanti Swaikanti (ADU)  
ADDRESS Alipore Judges' Court  
KOL-27  
RS. 100/-

ANMOY KAR PURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
KOLKATA-27

Akash Deep Poddar



3223

**PODDAR CONSTRUCTION**

Akash Deep Poddar  
Proprietor

Ranjan Brannik  
S/o. Sushil Brannik  
Alipore Judges Court,  
P.S. Alipore, KOL-27.



A.D.S.R. Behala  
30 JUN 2020  
Dist.- South 24 Pgs.

**SRI GOPAL CHANDRA HALDER**, (PAN: AARPH0853M, AADHAAR NO.9105 6758 3606) son of Late Bhola Nath Halder, by faith-Hindu, by Nationality-Indian, by occupation-Legal Practitioner; residing at 155A, Panchanantala Lane, Post Office & Police Station-Parnasree, Kolkata- 700 034, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**M/S. PODDAR CONSTRUCTION**, a sole Proprietorship Firm having its registered office at 41, Becharam Chatterjee Road, corresponding to Mailing Address 20/4, Becharam Chatterjee Road, Post Office - Behala, Police Station-Parnasree, Kolkata-700 034, represented by its sole Proprietor- **SRI AKASHDEEP PODDAR**, (PAN :BYJPP0655E, AADHAAR NO. 2580 6242 3858) son of Sri Krishnendu Poddar, by faith-Hindu, by occupation- Business, residing at 20/4, Becharam Chatterjee Road, Post Office -Behala, Police Station-Parnasree, Kolkata-700 034, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** one Sri Sachindra Nath Biswas, son of Late Probadh Chandra Biswas was the owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring 6 (six) decimals, be the same or a little more or less, comprised in Dag No. 3676; **ALL THAT** piece and parcel of Bastu land measuring 2 (two) decimals, be the same or a little more or less, comprised in Dag No. 3677; all together land measuring 3 Cottahs 7 Chittacks 35 Square Feet, whereupon structure standing thereon, both under Khatian Nos. 1947 & 1949 of Mouza-Behala, J.L. No. 2, R.S. No. 83, Police Station-Behala, within the then South Suburban Municipality now within the territorial limits of the Kolkata Municipal Corporation, District Sub Registration Office at Alipore, Additional District Sub Registration Office at Behala,

District: 24 Parganas now South 24 Parganas, together with all right and easements, facilities and amenities annexed thereto.

**AND WHEREAS** by virtue of a registered Deed of Conveyance dated 03.07.1959, the said Sri Sachindra Nath Biswas sold, transferred and conveyed **ALL THAT** piece and parcel of Bastu land measuring 6 (six) decimals, be the same or a little more or less, comprised in Dag No. 3676; **ALL THAT** piece and parcel of Bastu land measuring 2 (two) decimals, be the same or a little more or less, comprised in Dag No. 3677; all together land measuring 3 Cottahs 7 Chittacks 35 Square Feet, whereupon structure standing thereon, both under Khatian Nos. 1947 & 1949 of Mouza-Behala, J.L. No. 2, unto and in favour of Smt. Puspa Rani Bandyopadhyay, wife of Late Kalipada Bandyopadhyay. The said Deed of Conveyance was registered at the Office of Joint Sub Registrar of Alipore at Behala and entered in Book No. I, Volume No. 32, Page Nos. 176 to 181, Being No. 2207 for the year 1959.

**AND WHEREAS** after purchasing the aforesaid property the said Smt. Puspa Rani Bandyopadhyay was seized and possessed of the same as Owner and got his name mutated in the records of the South Suburban Municipality enjoying it by paying taxes and outgoing to the appropriate authority.

**AND WHEREAS** for the purpose of construction of a pucca building, the said Smt. Puspa Rani Bandyopadhyay got a plan sanctioned from the then the South Suburban Municipality and constructed two storied building upon the aforesaid property and residing there with the member of her family.

**AND WHEREAS** the said Puspa Rani Bandyopadhyay died intestate on 21.05.2002, leaving behind his two sons-Sri Pranab Kumar Banerjee (since deceased) Sri Prabir Kumar Banerjee and one married daughter namely, Smt. Bandana Mukherjee, wife of Late Biren Mukherjee as her heirs and after the demise of Pushparani Bandyopadhyay her two sons and one married daughter inherited the aforesaid property according to law each having undivided 1/3<sup>rd</sup> share in it.

**AND WHEREAS** while the said Pranab Kumar Banerjee was seized and possessed of the undivided 1/3<sup>rd</sup> share in the aforesaid house property, died issueless leaving behind his widow Smt. Ila Banerjee and after the demise of Pranab Kumar Banerjee his wife Ila Banerjee became the Owner of undivided 1/3<sup>rd</sup> share of the aforesaid property and became the joint Owners.

**AND WHEREAS** the aforesaid property has been included within the territorial limits of the Kolkata Municipal Corporation for better administrative policy.

**AND WHEREAS** after getting the aforesaid property by virtue of inheritance, the said Sri Prabir Kumar Banerjee, Smt. Bandana Mukherjee and Smt. Ila Banerjee got their name mutated in respect of the aforesaid house property in the records of the Kolkata Municipal Corporation and the property has since been known as KMC Premises No. 64, Sudha Sindhu Banerjee Road, corresponding to Mailing Address 50/4, Gabtala Lane, Police Station-Behala now Parnasree, Kolkata-700034, under Ward No. 131, having Assessee No. 41-131-18-0117-3 and enjoying the same by paying taxes and outgoing to the appropriate authority.

**AND WHEREAS** the said Prabir Kumar Banerjee died intestate on 15.11.2014, without having any issue, leaving behind his sister Smt. Bandana Mukherjee as his heir and after the demise of Prabir Kumar Banerjee his undivided 1/3<sup>rd</sup> share in the aforesaid house property devolved upon his married sister Smt. Bandana Mukherjee according to law.

**AND WHEREAS** thus, by virtue of inheritance from Smt. Bandana Mukherjee became the Owner of undivided 2/3<sup>rd</sup> share of the aforesaid house property (undivided 1/3<sup>rd</sup> share from her mother Puspa Rani Bandyopadhyay and undivided 1/3<sup>rd</sup> share from his brother Sri Prabir Kumar Banerjee) and became the joint Owners.

**AND WHEREAS** by virtue of a registered Deed of Conveyance dated 14.11.2014, the said Smt. Ila Banerjee through her Constituted Attorney Sri Somendra Mukherjee, son of Late Biren Mukherjee as Vendor sold, transferred and conveyed **ALL THAT** undivided 1/3<sup>rd</sup>

share out of **ALL THAT** piece and parcel of Bastu land measuring 3 Cottahs 7 Chittacks 35 Square Feet, whereupon structure standing thereon, both under Khatian Nos. 1947 & 1949 of Mouza-Behala, J.L. No. 2, at and being KMC Premises No. 64, Sudha Sindhu Banerjee Road, corresponding to Mailing Address 50/4, Gabtala Lane, Police Station-Behala now Parnasree, Kolkata-700034, under Ward No. 131, unto and in favour of Sri Gopal Chandra Halder, the present Owner herein. The said Deed was registered at the Office of District Sub Registrar-II at Alipore and entered in Book No. I, Volume No. 15, Pages 15364 to 15390, Being No. 11781 for the year 2014.

**AND WHEREAS** by virtue of a registered Deed of Conveyance dated 24.02.2015, the said Smt. Bandana Mukherjee as Vendor sold, transferred and conveyed undivided 2/3<sup>rd</sup> share out of **ALL THAT** piece and parcel of Bastu land measuring 3 Cottahs 7 Chittacks 35 Square Feet, whereupon structure standing thereon, lying and situate in Dag Nos. 3676 & 3677, under Khatian Nos. 1947 & 1949 of Mouza-Behala, J.L. No. 2, at and being KMC Premises No. 64, Sudha Sindhu Banerjee Road, corresponding to Mailing Address 50/4, Gabtala Lane, Police Station-Behala now Parnasree, Kolkata-700034, under Ward No. 131, unto and in favour of Sri Gopal Chandra Halder, the present Owner herein. The said Deed was registered at the Office of District Sub Registrar-II at Alipore and entered in Book No. I, C.D. Volume No. 3, Pages 11764 to 11790, Being No. 02037 for the year 2015.

**AND WHEREAS** after purchasing the aforesaid house property by virtue of two deed of conveyances, the said Sri Gopal Chandra Halder became the present Owner seized and possessed of the same without interruption from anybody else and got his name mutated in the records of the Kolkata Municipal Corporation under Assessee No. 41-131-18-0117-3 and enjoying the same by paying taxes and outgoing to the appropriate authority.

**AND WHEREAS** the Owner appointed surveyor for the purpose of actual physical measurement of the aforesaid property, after taking measurement the area of the property comes to 2 Cottahs 13 Chittacks and 31 Square Feet, be the same or a little more or less.

**AND WHEREAS** the present Owner own and possess of **ALL THAT** piece and parcel of Bastu land measuring 3 (three) Cottahs 7 (seven) Chittacks 35 (thirty five) Square Feet, whereupon two storied building standing thereon, lying and situated in Dag No. 3676 & 3677, under Khatian Nos. 1947 & 1949 of Mouza-Behala, J.L. No. 2, R.S. No. 83, at and being KMC Premises No. 64, Sudha Sindhu Banerjee Road, corresponding to Mailing Address 50/4, Gabtala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.131, under Assessee No. 41-131-18-0117-3, District Sub-Registration office at Alipore, Additional District Sub-Registration office at Behala, District-South 24 Parganas together with all rights and easements, facilities and amenities annexed thereto, which has been specifically described in **SCHEDULE "A"** hereunder and hereinafter referred to as the **"said premises"**.

**AND WHEREAS** the said Owner is now desirous of developing the said premises by constructing thereupon a new ground plus three storied building in accordance with the building plan to be approved and sanctioned by the Kolkata Municipal Corporation. But due to financial stringency and/or paucity of funds, the said Owner is unable to start the construction of the said proposed building and had been in search of a suitable Developer, who can undertake the responsibility of construction of such building at the said premises by his/her/their own funds, arrangements and expenses.

**AND WHEREAS** being aware of such intention of the Owner, the Developer herein contacted the Owner and requested him to allow it to develop the said premises as desired by the Owner by constructing the proposed building in accordance with the sanction plan to be sanctioned by the Kolkata Municipal Corporation at the arrangement, cost and expenses of the Developer.

**AND WHEREAS** upon and after negotiations between the two parties; the Owner herein, being party of the one part, have agreed to allow the Developer, being the party of the other part, to develop the said premises, at and being KMC Premises No. 64, Sudha Sindhu Banerjee Road, corresponding to Mailing Address 50/4, Gabtala Lane, Police

Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.131, District-South 24 Parganas, as a real estate project on the terms and conditions hereinafter contained in this "**Development Agreement**".

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO** on the following terms and conditions :-

**ARTICLE-I: DEFINITIONS**

1. **OWNER**- Shall mean **SRI GOPAL HALDER**, son of Late Bhola Nath Halder, residing at 155A, Panchanantala Lane, Post Office -& Police Station-Parnasree, Kolkata- 700 034 and include his heirs, executors, administrators, legal representatives and assigns and owning **ALL THAT** piece and parcel of Bastu land measuring 3 Cottahs 7 Chittacks 35 Square Feet, whereupon two storied building standing thereon, lying and situated in Dag No. 3676 & 3677, under Khatian Nos. 1947 & 1949 of Mouza-Behala, J.L. No. 2, R.S. No. 83, at and being KMC Premises No. 64, Sudha Sindhu Banerjee Road, corresponding to Mailing Address 50/4, Gabtala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.131, under Assessee No. 41-131-18-0117-3; District Sub-Registration office at Alipore, Additional District Sub-Registration office at Behala, District-South 24 Parganas together with all rights and easements, facilities and amenities annexed thereto, and having offered the same to the Developer for development of a real estate project.
2. **DEVELOPER**:- Shall mean **M/S. PODDAR CONSTRUCTION**, a sole Proprietorship Firm having its registered office at 41, Becharam Chatterjee Road, corresponding to Mailing Address 20/4, Becharam Chatterjee Road, Post Office-Behala, Police Station-Parnasree, Kolkata-700034, represented by its sole Proprietor- **SRI AKASHDEEP PODDAR**, son of Sri Krishnendu Poddar, residing at 20/4, Becharam Chatterjee Road, Post Office-Behala, Police Station-Parnasree, Kolkata-700034 (which term include it's successors-in-office, nominees and assigns) and who have agreed to develop and complete a real estate project on the aforesaid land/said premises of the Owner



by constructing a Building (s) as per sanction plan of the Kolkata Municipal Corporation and the proposed building to be used for residential or for any other related purposes.

3. **TITLE DEEDS:** - Shall mean all the documents of title and ownership relating to the said premises and the same shall be handed over in original by the Owner to the Developer simultaneously on execution of this Agreement. The Developer shall acknowledge to receipt of those original documents on tendering of the same.
4. **SAID PREMISES:** Shall mean **ALL THAT** piece and parcel of Bastu land measuring 3 Cottahs 7 Chittacks 35 Square Feet, whereupon two storied building standing thereon, lying and situated in Dag No. 3676 & 3677, under Khatian Nos. 1947 & 1949 of Mouza-Behala, J.L. No. 2, R.S. No. 83, at and being KMC Premises No. 64, Sudha Sindhu Banerjee Road, corresponding to Mailing Address 50/4, Gabtala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.131, under Assessee No. 41-131-18-0117-3, District Sub-Registration office at Alipore, Additional District Sub-Registration office at Behala, District-South 24 Parganas together with all rights and easements, facilities and amenities annexed thereto, as more fully and particularly mentioned and described in the **SCHEDULE-"A"** hereunder written.
5. **BUILDING:** - Shall mean a ground plus three storied building to be constructed upon the said premises as per sanction plan to be sanctioned by the Kolkata Municipal Corporation (the competent authority) and any further constructed area or, floors to be and as may be sanctioned by the said municipality.
6. **OWNER'S ALLOCATION:** - Shall mean saleable area and has been mentioned in the **SCHEDULE-"B"** hereunder in this development agreement, including a sum of Rs. 85,00,000/- (Rupees Eighty Five Lakhs) only as non refundable amount, which the Developer shall agreed to pay the owner.

7. **DEVELOPER 'S ALLOCATION:** - Shall mean saleable area and has been mentioned in the **SCHEDULE-"C"** hereunder in this development agreement.
8. **COMMON AREAS, PORTIONS, FACILITIES & AMENITIES :** Shall mean and include the entire land on which the proposed building is to come up , roof top, common basements , terraces, corridors, hall ways, stair case /ways, passage ways, drive ways, pumps space, accommodation for the watch and ward or for the lodging of community services personnel, underground water reservoir, overhead water tank, stair and stair landing on all floors, lifts, lift well, lift landing on all floors, lift lobbies, fire escapes ,common entrance and exits of the building, common storage spaces ,water pump and motor, fans, compressors, sumps, central services for electricity, water ,gas, sanitation and all other common facilities and amenities which may be set up and established by the Developer herein at its discretion as may be reasonably required and feasible for the establishment, enjoyment, maintenance and/or management of the building and land there under and such other common facilities and amenities as are in future, after the building is complete and possession handed over to the respective allottees/buyers and their association/society is formed for the maintenance of the building and premises, mutually agreed and settled between the Owner/ allottees of the various units/floors/ flats/ commercial space, and which have been mentioned and described in the **SCHEDULE "D"** hereunder.
9. **COMPETENT AUTHORITY:** shall mean Kolkata Municipal Corporation, Government of West Bengal having at present the authority and powers to give permission for development of the said premises and to construct building(s) thereat and thereon as per building and other related plans to be sanctioned and approved by them or such other authority or authorities as are notified by the government in future for the said purposes.
10. **SANCTION PLAN:** Shall mean the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan and such other plans and includes structural designs, if applicable, permissions such as environment permission and such

other permissions, which are approved by the competent authority prior to the start of development/construction of the building at the said premises.

11. **APARTMENT(S)**: Shall mean and include dwelling units and flats as are created/built/constructed in the proposed building by the Developer for sale, transfer and/or use for residential or commercial or business or professional or occupational purposes or for any other related and ancillary purpose as per sanction plan of the competent authority.
12. **CAR PARKING AREAS/GARAGES**: Shall mean areas/spaces whether covered, uncovered or open, as are sanctioned by the competent authority in the proposed Building for parking of two wheelers, motor cars and vehicles and for use as garages for other means of conveyances.
13. **SALEABLE SPACE**: Shall mean apartment(s) (being the dwelling and other units/floors/ flats/car parking area/commercial space/space) in the building (s), to be developed/constructed by the Developer under this development agreement and which are available for independent dwelling, residence, use, occupation and enjoyment after making due provisions for common areas and facilities and the space required for such common facilities.
14. **COMMON EXPENSES**: Shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular the common parts/areas as also meeting of the common expenses and matters relating to mutual rights and obligations of the Developer and the Owner herein including their nominees/assignees and also including the intending allottees of the Apartments and the common use and enjoyment thereof and which have been mentioned in the **SCHEDULE-"E"** hereunder.
15. **ARCHITECT**: Shall mean such person or persons, registered under the provisions of the Architect act, 1972, who may be entrusted and/or appointed by the Developer for both designing and sanction of the building plan(s) on the said land and premises as aforesaid.

16. **BUILT UP AREA** : Shall mean and include the covered area of the unit/commercial space/apartment/flat and including external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the Plan to be Sanctioned by the competent authority being the Kolkata Municipal Corporation.
17. **CARPET AREA**:- Shall mean the net usable floor area of an Apartment excluding the area covered by the external walls, under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment(s).
18. **TRANSFEROR**: Shall mean the Owner and the Developer herein who intend to sell and transfer the apartments, out of the saleable areas being allocated to them respectively in this agreement, to the intending allottees (being the intending buyers/allottees/purchasers/users) together with undivided proportionate share of the land and right to use the common space in the building to be built on the said premises.
19. **ALLOTTEE**: Shall mean the individual, person, firm, limited or private limited company, limited liability partnership, society, any other authorized entity or an Association of persons to whom Apartment (s)/commercial space and/or car parking spaces in the building are and have been allotted, sold and or transferred by the Developer and/or Owner, out of their respective shares/allocations and include such persons who subsequently acquire the said allotment of apartments through sale, transfer or otherwise but shall not include a person to whom the apartment is given on rent.
20. **TRANSFER**: Shall mean with its grammatical variation and include transfer by possession and by any other means adopted for effecting what is legally termed as a transfer of any property/ apartment/ building/flat/unit/car parking or garage area to the Allottee (s) thereof in terms of transfer of property act 1882 and/or any other applicable law.
21. **NOTICE**: - Shall mean and include all notices to be served hereunder by either of the parties to the other and such notices shall deemed to

have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the concerned party hereto.

22. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.
23. **PARTIES** : shall collectively mean both Owner and Developer herein in the agreement.

#### ARTICLE-II COMMENCEMENT

- 2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

#### ARTICLE-III: OWNER RIGHTS & REPRESENTATIONS

- 3.1. The Owner hereto are absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land measuring 3 Cottahs 7 Chittacks 35 Square Feet, whereupon two storied building standing thereon, lying and situated in Dag No. 3676 & 3677, under Khatian Nos: 1947 & 1949 of Mouza-Behala, J.L. No. 2, R.S. No. 83, at and being KMC Premises No. 64, Sudha Sindhu Banerjee Road, corresponding to Mailing Address 50/4, Gabtala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.131, under Assessee No. 41-131-18-0117-3, District Sub-Registration office at Alipore, Additional District Sub-Registration office at Behala, District-South 24 Parganas.
- 3.2. Save and except the Owner herein nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of and in the said premises.
- 3.3. That the said premises are free from all encumbrances, charges, liens, disputes, claims, attachments, mortgages, power of attorneys, trusts, tenancy rights, legal and court cases whatsoever or howsoever.
- 3.4. That the Owner has mutate and recorded his name in the records of the Kolkata Municipal Corporation.

- 3.5. That since the day of execution of this agreement and till the completion of the proposed building and sale of all the saleable space; if any person/s claims any kind of right, title and interest in respect of the said premises, the Owner shall be fully liable for the same and pay the amount of expenses and amounts to be or may be incurred and/or paid by the Developer towards the same.
- 3.6. That the Owner has not sold or entered into any agreement for sale and/or development or any other kind of agreement whatsoever or howsoever in respect of the said premises prior to this agreement.
- 3.7. That the said premises are not subject to any notice of acquisition or requisition from any person/concerned authority in respect of the said premises.
- 3.8. That the Owner did not mutate his name in the records of the B.L. & L.R.O., Government of West Bengal.
- 3.9. That there is a two storied building situate upon the said premises and the Owner is giving liberty to the Developer to demolish the existing building after obtaining sanction of the building plan and all the debris shall go to the Developer and the Developer shall have liberty to sell the said debris to the third party and receive amount and the Owner shall not claim any amount for such debris.

**ARTICLE-IV: DEVELOPER'S RIGHT**

- 4.1. The Owner herein, hereby grant exclusive rights to the Developer to develop the said premises by way of constructing a building(s) in accordance with the building sanction plan of the competent authority with or without any amendment/change/alterations and/or modifications thereto made or caused to be made by the parties hereto.
- 4.2. That the Developer will pay expenses for obtaining sanction of the building plan and shall bear all expenses towards plan sanction and other applicable fees, building & construction materials, labour cost, legal fees and all construction charges of the building and to complete it in all respects at its own costs or at the cost of the intending Allottee or Allottees including architect fees, charges and expenses required to be paid or deposited for the purpose of development of the

said premises and the Owner shall not have any responsibility in these respects.

- 4.3. It is made **clear** that save and except the share of the Owner in the proposed building as mentioned in **SCHEDULE-"B"**, hereunder; all other apartment(s)/ car parking areas/shop(s) /garages will be the **exclusive** property of the Developer herein and if the Developer so desires, **the same** could be disposed of by **the Developer** to the prospective buyer(s) at any sale consideration value or price, which the Developer may decide at its sole discretion.
- 4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Developer or creating any right, title or interest in respect thereof **to** the Developer other than exclusive **rights and** license to the Developer for the purpose of development of the said premises in terms hereof and to deal with the Developer 's Allocation **of the saleable area of the building.**
- 4.6. The Developer shall have right to publish and issue advertisements or put out hoardings at any place or **at** the site of the premises to draw the attention of the prospective buyers of the apartment(s)/ car parking areas/ garages/shop(s) of the proposed building/s.
- 4.7. The Developer shall have liberty to demolish the existing building and shall sale all the debris in its discretion to the intending buyer or buyers and receive the entire consideration amount but the Owner shall not claim any amount towards sale of the debris from the Developer.

#### **ARTICLE-V: CONSIDERATION**

- 5.1. In consideration of the Agreement, the Owner has agreed to grant exclusive right of development of the said premises to the Developer and the Developer agrees and/or undertakes to allot the Owner's Allocation to the Owner as more fully and particularly mentioned in the **SCHEDULE-"B"** hereunder written, while the Developer will have the allocation as per **SCHEDULE-"C"** mentioned hereunder.
- 5.2. In addition to the Owner's allocation as mentioned in the **SCHEDULE- B** hereunder; the Developer would pay a sum of

Rs.85,00,000/- (Rupees Eighty Five Lakhs) only as non-refundable amount to the Owner by installments as mentioned in **SCHEDULE- "B"** hereunder. Out of the amount of Rs.85,00,000/- (Rupees Eighty Five Lakhs) only, the Developer has paid a sum of Rs.1,00,000/- (Rupees One Lac) only to the Owner as per Memorandum of Consideration appended hereunder and the Developer has acknowledge to receipt of the same.

- 5.3. The Developer shall have **full liberty and rights** to sell his portion of **the saleable area** in terms of the Development Agreement to the intending allottees/buyer/s and to receive the **sale consideration/ Advance** amount as per it allocation of the saleable area and as mentioned in the **SCHEDULE "C"** hereunder but the Developer shall not execute and registered the Deeds of Conveyance in respect of the Developer's allocation to its intending buyer until the entire non refundable amount and the flat and car parking space under Owner's allocation to be handed over to the Owner.
- 5.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot of land or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof by constructing the building(s) on the said premises and to deal with the Developer s' Allocation in the building in the manner herein stated, without creating any liability, financial or otherwise, whatsoever upon the Owner.

#### **ARTICLE-VI: POSSESSION**

- 6.1. The Owner shall handover vacant and peaceful possession of the said premises to the Developer within 30 (thirty) days from the date of sanction of the building plan and the Developer shall tender receipt on acceptance of possession of the said premises from the owner.

#### **ARTICLE-VII: PROCEDURE**

- 7.1 Simultaneously on execution and registration of this Agreement, the Owner shall grant proper authority to the Developer by executing and registering a General Power of Attorney in favour of the Developer in



such format as may be required by the Developer for the purpose of construction of the proposed building as per sanction plan of the Competent authority and for development of the said premises and for selling out the apartment(s)/car parking areas/commercial space/garages of its share/allocation together with undivided share of the land to the intending allottee/s through Deeds of Conveyance/s , Agreements for Sale and to sign and execute all necessary papers, deeds, documents, etc. in respect of Developer 's Allocation of the saleable area only and also to represent the Owner for all purposes in connection with all appropriate and necessary works and deeds/acts before the appropriate authorities, agencies, departments etc provided however the same shall not create financial liabilities upon the Owner.

- 7.2 Apart from the said registered Power of Attorney; the Owner also do hereby undertakes that he shall execute as and when necessary all required papers, deeds, documents, plans etc. for the purpose of development of the said premises, if and as shall be necessary.
- 7.3 The Developer shall keep original and certified copy of the sanctioned Architectural building Plan and the Structural Plan in its custody and provide the Owner with a Xerox copy of the same but the Developer shall handover the parties copy to the Owner after completion of the building.
- 7.4 Simultaneously on execution of this Development Agreement, the Owner shall also hand over photo copy original title deeds, mutation certificate, paid tax receipts and other muniments relating to the title of the said premises to the Developer. The Developer shall acknowledge receipt of the same. The Owner shall hand over the original documents to the Developer as and when the Developer needed on prior intimation to the Owner. The Owner shall either handover the said original documents to the Developer on acknowledgment of receipt or the Owner shall send his representative to show the original document to the concerned authorities/person who has require to see the original documents. After completion of the building and after the grant of completion /occupancy certificate by the competent authority, the Owner shall handover the original documents to the flat Owners' Association.

- 7.5 The Developer shall execute and register the Agreements for Sale and Deeds of Conveyance in respect of their allocated portion of saleable area as mentioned in **SCHEDULE-"C"** hereunder in favour of the intending Allottee(s)/Nominee(s) as selected and fixed by the Developer, on the basis of the said registered Power of Attorney to be given and executed by the Owner as per para No.7.1 above.
- 7.6 The Developer shall keep the original Development Agreement & Power of Attorney in its custody, while the Owner shall keep a certified copy of the same.
- 8.1. The Developer shall on completion of the building, put the Owner in undisputed possession of the Owner's allocation of the saleable area **TOGETHER WITH** the rights in common facilities and amenities to be enjoyed proportionately with other allottees/buyers/Owner of apartment(s)/ car parking areas/ garages. However, the Developer shall hand over possession to buyers from its allocation after handing over the Owner's allocation in entirety. The Developer shall have no authority either execute and register of the Deed of Conveyance or handover possession to the buyers from its allocation before handing over possession of the Owner's allocation. The Developer shall have liberty to execute Agreements for Sale/s in respect of its allocation in the proposed building but execution and registration of the Deed of Conveyance and hand over possession of its allocation to its Nominee/ Allottee(s)/buyers only after handing over possession of the Owners' allocation to the Owner and payment of the entire non-refundable amount.
- 8.2. The Owner will be entitled to transfer or otherwise deal with the Owner's allocation of the saleable area in the building.
- 8.3. That save and except allocation mentioned in the **SCHEDULES-"B" & "C"** hereunder, the common arrears, facilities and amenities will be jointly possessed and enjoyed by the Owner and the Developer and their heirs and nominees including the intending buyers/allottees/ Owner of the apartments and the Developer shall have exclusive right to dispose of their portions in any manner whatsoever.

- 8.4. The Developer shall be exclusively entitled to its own allocation with the right to transfer, or otherwise deal with or dispose of the same and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation provided that the Developer complies with all the terms and conditions to be observed and performed by the Developer under these presents.
- 8.5. The Developer being the party of the Other Part in the agreement, shall be at liberty with exclusive rights and authority to negotiate for sale of apartment(s)/car parking areas/garages together with proportionate share of land (excluding the accommodation provided under Owner's allocation, as mentioned herein before), of the said proposed building on the said premises with any prospective allottees/buyers on or before or during the course of the construction work of the said building at such sale consideration and price and on such terms and conditions as the Developer may think fit and proper at its sole discretion. It is clearly agreed and declared by the parties herein that the consideration/sale money for such sale and transfer of Developer's allocation as aforesaid, including earnest money or initial payments or part payments thereof shall be received by the Developer directly in its account and the Owner's herein will have no right and share and will not be entitled to any portion thereof.
- 8.6. The Developer shall be entitled to enter into agreement(s) for sale/s in respect of Developer's allocation on the basis of the registered General Power of Attorney and shall be entitled to sign all necessary papers, documents and agreements for such purpose on behalf of the Owner by virtue of the same registered Power of Attorney, however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner.
- 8.7. The Developer on behalf of the Owner shall execute and register the Deed of Conveyance or Conveyances or sale deeds in favour of the intending Allottees/buyers out of the Developer's allocation of the saleable area of the building and also to convey the undivided proportionate share of the land of the said premises, save and except the Owner's allocation, on the strength of the registered General registered Power of Attorney, however the costs of such conveyance

deeds or conveyances or sale deeds including cost of non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Allottees or Allottees or buyers thereof. But the Developer shall not execute and register the Deed of Conveyances in respect of the Developer Allocation and handover possession of his allocation to its nominee or intending buyer until the Developer shall make payment of the entire non-refundable amount and owner's allocation to the owner.

**ARTICLE-IX: BUILDING**

- 9.1. The Developer shall at its own costs construct, erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and/or as may be recommended by the Architect from time to time.
- 9.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided such quality is not inferior to the standards as mentioned in the applicable Building Laws.
- 9.3. The Developer shall install and erect in the said proposed building at the Developer's own costs standard low water pump set with motor, water storage tanks, overhead reservoirs, electric wiring and electrical fittings (BUT excluding fans, geysers, air conditions and other gadgets) and other facilities as are required to be provided in a building having self-contained apartment(s)/car parking areas/garages/shop(d) constructed for sale herein on Ownership basis and as mutually agreed.
- 9.4. The Developer shall be authorized in the name of the Owner in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of cement, all types of steels, bricks other building materials and accessories for the construction of the building as a whole and to similarly apply for and obtain temporary and permanent connections of power, water, drainage sewerage and/or other facilities, if any, available to the new building and other inputs

and facilities required for the construction of and enjoyment of the building.

- 9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building along with its various apartments (units/floors/flats/car parking space/shop/spaces), therein in accordance with the sanction building plan.
- 9.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility and/or liability in this respect to the Architect.

**ARTICLE X: COMMON FACILITIES**

- 10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due as and from the date of this agreement till handover of the entire building to the respective allottees.
- 10.2. As soon as the building is completed, the Developer shall after obtaining completion/occupancy certificate from competent authority and drainage connection, give written notice to the Owner requiring the Owner to take possession of the Owners' allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any and as are levied on the building as a whole.
- 10.3. The Owner and the Developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon by and between the Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either

or them as the case may be consequent upon a default by Owner or the Developer in this behalf.

- 10.4. Any transfer or any transfer of any part of the Owners' Allocation of the new building shall be subject to the other provisions hereof and the respective transferee/s or allottees shall have to be responsible in respect of the space transferred and to pay the said rates and service and maintenance charges for the common facilities in accordance with law.
- 10.5. If any person/buyer fails to pay maintenance charges in respect of his/her/their particular area/apartment, ; in that event he/she/they will have to pay interest as would be mutually determined between the Owner/Developer s and the buyers/allottees of the apartments.
- 10.6. The Owner shall not do any acts, deeds or things whereby the Developer shall be prevented or obstructed from construction and completion of the said building, as per approved plan.
- 10.7. Both the Developer and Owner herein shall enjoy their respective allocations/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

**ARTICLE-XI: COMMON RESTRICTION**

The Owner' allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer 's allocation in the building intended for common benefits of all occupiers of the building which restrictions shall include the following:-

- 11.1. Neither party shall use or permit the use of their respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal, immoral trade or activity and nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

- 11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 11.3. Neither party shall transfer or permit to transfer their respective allocations or any portion thereof unless :-
- a. Such party shall have reasonably observed and performed the terms and conditions on their respective part to be observed and/or performed as per this development agreement.
  - b. The proposed transferee(s) shall have given a written undertaking to the effect that such transferee(s) shall remain bound by the terms and conditions hereof and of these presents and further that such transferee(s) shall pay all and whatsoever shall be payable in relation to the area of their respective possession.
- 11.4. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws, rules and regulations.
- 11.5. The respective allottees/Buyers shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any such breach.
- 11.6. Neither party shall do or cause or permit to be done any act or thing which may render void and violate any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 11.7. No goods or other items shall be kept by either party or by the allottees for display or otherwise in the corridors or other places of common

use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

- 11.8. Neither party and/or the allottees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- 11.9. Either of the parties shall permit the other's agents with or without workmen and others at all reasonable times to enter into and upon the each party's allocation for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, sewer lines, electrical lines, gas and water pipes and electric wires and for any similar purpose.

**ARTICLE-XII: OWNER'S OBLIGATIONS**

- 12.1. The Owner doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owner or their agents, servants, representative or impediment to such construction; the Owner will be liable for such losses and damages.
- 12.2. The Owner doth hereby covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said premises in favour of the intending buyers of apartment(s)/ car parking areas/ garages/shop(s) in the said building. The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar acts at their own liability and responsibility subject to fulfillment of the Developer obligation to the Owner as agreed upon herein.
- 12.3. The Owner doth hereby agree and covenant with the Developer not to let out, grant, lease mortgage, and/or charge or part with possession of the said premises or any portion thereof before date of completion



of the construction without the consent in writing of the Developer on and from the date of execution of this development Agreement.

- 12.4. The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building or apartment's therein save and except in case of any confirmed illegal acts and default of the Developer. It is recorded herein that the completion period of the proposed building shall be within **24 (twenty four)** months within grace period of **3(three)** months from the date of sanction of the building plan or from the date of handing over vacant possession of the said premises, whichever is earlier. The Developer undertake to obtain sanction of the building plan within 75(seventy five) days from the date of execution of this agreement.
- 12.5. The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreement.
- 12.6. The Owner hereto without being influenced or provoked by anybody do hereby categorically undertake that, as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Owner hereto, the Owner henceforth and for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney, except otherwise mentioned within this agreement and the Developer shall be at liberty to receive any amounts from any Allottee/Allottees in its own name and to appropriate the said amounts and sale proceeds of the apartment(s)/ car parking areas/garages of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owner hereto. Be it recorded that the money collected by the Developer from the allottee/allottees shall not in any way fasten the Owner with any liability nor shall it create any charge upon the said premises or any part thereof.

- 12.7. The Owner shall clear and pay the outstanding dues in respect of the said premises, if any.
- 12.8. The Owner shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Owner's Allocation of the saleable area as mentioned in SCHEDULE-"B" hereunder by availing loan/financial assistance from commercial banks or financial institutions. The Owner shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments to get necessary bank/institutional loans with ease and without much hassle.

**ARTICLE-XIII: DEVELOPER'S OBLIGATIONS**

- 13.1. The Developer doth hereby agree and covenants with the Owner to complete the construction of the building within **24 (twenty four)** months within grace period of **3(three)** months from the date of sanction of the building plan or from the date of handing over vacant possession of the said premises, whichever is later. Time should be essence of the contract.
- 13.2. The Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any of the Owner's allocations in the building at the said premises.
- 13.3. The Developer doth hereby agree and covenant with the Owner not to transfer and/or assign the rights and benefits of this development agreement in full or any portion thereof to any party or parties without the consent in writing of the Owner. The Developer is liable to hand over the Owner's allocation to the Owner first and then the Developer shall handover possession of its Allocation to the intending allottees/nominees.

- 13.4. The Developer hereby agrees and covenants with the Owner not to violate or contravenes any of the provisions and rules applicable to the construction of the said proposed building.
- 13.5. The Developer hereby agrees and covenants with the Owner not to part with possession of the Owner's Allocation or any portion thereof to any third party but the Developer may deliver or part with possession of its own allocated portion to any person and can enter into agreement(s) with party or parties for sale of any part of its allocated portion in the building to be erected upon the said premises.
- 13.6. The Developer shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Developer's Allocation of the saleable area as mentioned in **SCHEDULE-"C"** hereunder in respect of apartment(s)/ commercial spaces/car parking areas/garages of the intending Allottee/s or buyers, who want to purchase and/or buy the same from the Developer out of the Developer's Allocation by availing loan/financial assistance from commercial banks or financial institutions. The Developer shall also have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/allottees of the apartments to get necessary bank/institutional loans with ease and without many hassles.
- 13.7. The Developer shall obtain all papers and documents relating to the said premises at its cost and expenses for causing sanction of the building plan from the competent authority. The Owner shall have no liability or responsibility to obtain any documents for causing necessary sanction of the building plan.
- 13.8. The Developer shall not assign this development agreement to any other third party without the prior written approval of the Owner.
- 13.9. The Developer shall take liability to shift the Owner in suitable nearby alternative accommodation at the said premises and the Developer shall pay the rent or license fee to the Owner.

- 13.10. The Developer shall at its cost and expenses mutated the name of the Owner and convert the land from Sali to Bastu in the records of B.L. & L.R.O., Government of West Bengal.
- 13.11. Upon sanction of the building plan, the Developer shall forward to the Owners Party's Copy of all such sanction plan for the records of the Owner.
- 13.12. The developer shall obtain completion certificate from the Kolkata Municipal Corporation on or before handing over possession of the owner's allocation and it is mandatory to obtain completion certificate otherwise the owner shall take legal steps against the developer.
- 13.13. In the event of any notice being received and/or legal dispute arising from the Kolkata Municipal Corporation or any statutory body due to deviating the original sanction of the Kolkata Municipal Corporation, the Developer shall keep the Owner forever indemnified and unharmed against such notices or legal action by taking appropriate legal steps including payments of all legal charges, claims and / or all penalty charges arising thereof for all times to come as and from the date of execution of the Development Agreement.
- 13.14. The Owner do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises due to the Owner's fault, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation sorted out.
- 13.15. The Developer at his own cost and expenses shall do the following:-
- a) To mutate the name of the Owner for conversation of the land from Sali to Bastu in the records of the B.L. & L.R.O., Government of West Bengal.
  - b) To obtain sanction of the building plan from the Kolkata Municipal Corporation.
  - c) To make construction of the building as per sanction of the building plan.

- d) To obtain completion certificate from the Kolkata Municipal Corporation, after completion of the building.

**ARTICLE-XIV: OWNER INDEMNITY**

- 14.1. The Owner hereby undertakes that the Developer shall be entitled to the to the building(s) to be constructed on the said premises and shall enjoy its allocated space without any interference or disturbances by or on the part of the Owner provided the Developer performs and fulfills the terms and conditions herein contained and/or in its part to be observed and performed.

**ARTICLE-XV: DEVELOPER'S INDEMNITY**

- 15.1. The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act of accident or omission or commission of the Developer in relation to the construction of the said building and the Developer shall also be fully responsible if the construction fails down due to inferiority of the materials and other latent defects thereto.
- 15.2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer s' action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

**ARTICLE-XVI: MISCELLANEOUS**

- 16.1. The Owner and the Developer have entered into this development Agreement purely as a contract on basis of this joint venture agreement and under no circumstances this shall be treated as partnership and/or Associations of persons in between the Owner and the Developer s.
- 16.2. Immediately after possession of premises is given by the Owner, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanction building plan.
- 16.3. The Owner and Developer s shall not be liable for any Income Tax, Goods and Service Tax, Wealth Tax or any other taxes in respect of the each other's allocation and the respective party shall be liable to

make payment of the same and keep the other affected party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

- 16.4. The Developer and/or its nominees/assignees and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof and the Owner hereby agree to abide by all the rules and regulations to be framed by any society/ association and/or any other organization which will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations. It is made clear that the allottees/buyers/ Owner of the respective apartment(s)/ and/or car parking areas/ garages of the said building, after the handover of the possession to them by the Developer and Owner, shall maintain the same themselves and/or through an association/society to be formed for such purpose.
- 16.5. As and from the date of completion of the building; the Developer and/or its transferees/buyers/allottees and the Owner and/or their transferees/buyers/allottees shall each be liable to pay and bear the proportionate charges on account of ground rent, wealth taxes, municipal tax, property tax and other taxes and maintenance charges payable in respect of their respective spaces/flats/apartments.
- 16.6. In the proposed building to be constructed by the Developer, the Developer shall provide the following specifications as more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written in the apartments/flats of the Owner share/ allocation and the Developer shall solely be responsible for any defects in the items provided. However the specifications of the apartments and the materials and facilities to be provided in the apartments/spaces in the Developer s share/allocation shall be solely decided by the Developer.
- 16.7. In pursuance of this agreement, all Agreement for Sale, Deed of Conveyance and other papers and documents as may be required from time to time shall be prepared by the Project Advocate Sri Subhankar Sarkar.

**ARTICLE-XVII: FORCE MAJEURE**

- 17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations are prevented by the existence of the "Force Majeure" and accordingly shall be suspended from the obligations during the duration of the "Force Majeure".
- 17.2. "Force Majeure" shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riots, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labor, any legislation, regulation, ruling or omissions (including delay or failure to grant or get any necessary permissions or sanctions for reasons outside the control of either Party) or for any orders from any authorities/governments/courts.

**ARTICLE - XVIII: PENAL CLAUSE**

- 18.1. If the Developer fails and/or neglect to complete the construction of the said building within the time period stipulated herein (Time being considered as the essence of this contract) then the Developer shall be liable to pay Rs.20,000/- per month compensation to Owner till the completion of the said building unless such payment is waived by the Owner.

**ARTICLE-XIX: JURISDICTION**

- 19.1. The Courts (Civil & Criminal) of Kolkata, West Bengal alone shall have the jurisdiction to entertain and determine all actions, suits, disputes

and proceedings arising out of this development agreement between the parties hereto.

**THE SCHEDULE "A" ABOVE REFERRED TO**  
(Description of the said premises)

**ALL THAT** piece and parcel of Bastu land measuring 3 (three) Cottahs 7 (seven) Chittacks 35 (thirty five) Square Feet, whereupon two storied building standing thereon measuring 2000 square feet covered area on the ground floor 1100 square feet on the first floor 900 square feet, lying and situate in Dag No. 3676 & 3677, under Khatian Nos. 1947 & 1949 of Mouza-Behala, J.L. No. 2, R.S. No. 83, at and being KMC Premises No. 64, Sudha Sindhu Banerjee Road, corresponding to Mailing Address 50/4, Gabtala Lane, Police Station-Behala now Parnasree, Kolkata-700034, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.131, under Assessee No. 41-131-18-0117-3, District Sub-Registration office at Alipore, Additional District Sub-Registration office at Behala, District-South 24 Parganas, including all right of easements, facilities and amenities and annexed thereto, which is butted and bounded:

**ON THE NORTH BY** : 5' feet wide passage;

**ON THE SOUTH BY** : Premises No.60/2, Gabtala Lane;

**ON THE EAST BY** : 20' feet wide K.M.C. Road;

**ON THE WEST BY** : Premises No.60/5, Sudha Sindhu Banerjee Road;

**THE SCHEDULE "B" ABOVE REFERRED TO**  
(Owner's Allocation as per clause-1.6 of Article-1)

In lieu of the land of the said premises/property; the Owner will be entitled to get the following constructed/saleable area of the proposed building:-

1. One self contained flat measuring 675 square feet, built up area, on the South-Eastern side of the first floor of the building.
2. One car parking space measuring 145 square feet, on the ground floor.



together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto. Apart from the constructed area, the Developer shall pay a sum of Rs.85,00,000/- (Rupees Eighty Five Lakhs) only to the Owner as non-refundable amount time to time to be paid to the Owner. It is pertinent to mentioned herein that the Developer shall pay the non refundable amount to the Owner time to time simultaneously on booking of the apartment(s)/ commercial space/car parking spaces from the Developer's allocation to the Owner within 24 months or the grace period from the date of sanction of the building plan of this Agreement.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
*(Developer s' Allocation as per clause-1.7 of Article-I)*

Save and except the Owner's allocation of in lieu of construction of the building at its own costs and expenses ; the Developer will be entitled to get the rest of the constructed area together with undivided and impartible proportionate share of the land including all right of easements, facilities and amenities annexed thereto.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
*(Common Areas/ Portions/ Facilities & Amenities)*

1. Common entrance and exits to the said premises and the proposed building.
2. Boundary walls, main gate and other gates of the said premises and of the proposed building.
3. Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any apartment or exclusively for its use).
5. Space underneath the stairs of the ground floor where electric meters or other facilities will be installed.
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, fire escapes, fire fighting facilities, guard room and other common facilities and amenities as are created in the building for common use and enjoyment.

7. Installations of central services such as electricity, gas, water and sanitation.
8. Water supply system, water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
9. Such other common parts, areas, equipments, electric & other installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and use of the flats /apartments/ units in common by the allottees/Owner.
10. Lift well with lift, machine room with all concerned accessories.
11. Common bathroom/toilet for common use in the ground floor of the proposed building.
12. All other portions of the real estate project/building necessary or convenient for its maintenance, safety etc and for and in common use.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
*(Common expenses)*

On completion of the building, the Owner, the Developer and their nominees including the intending Allottees/Owner/buyers shall regularly and punctually pay their proportionate share of the common expenses as more or less described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing and cleaning and lighting of the common portions/Installations/facilities/ Amenities of the Building including the outer and external walls , gates, open spaces, passage ways, lifts, staircases, rooftops.
- b) The salary of all persons employed for the common purposes and common facilities including that of security personnel, sweepers, electricians, plumbers etc.;
- c) All charges and deposits for supply and delivery of common utilities to the Owner /allottees in common;

- d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the respective Allottees;
- e) Costs of formation and operating the Association formed for maintenance purpose;
- f) Costs of running, maintenance, repairing and replacement of pumps, lifts and all other common installations and facilities including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation and use of the common services and common areas;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association/society as the case may be and as may be necessary or incidental or liable to be paid by the co-Owner/allottees in common;

**THE SCHEDULE "F" ABOVE REFERRED TO**  
**(Specification)**

**CONCRETE WORK:**

- 1. R.C.C. framed structure as per design.

**B. BRICK WORK:**

- 1. All external walls to be 125 mm thick with 1:6 cement sand ratio properly cured.
- 2. All internal walls 75 mm / 125 mm thick with 1:6 cement sand ratio properly cured.

**C. PLASTERING AND FINISHING:**

- 1. All external plaster to be 20 mm thick in 1:6 cement sand ratio properly cured.
- 2. All internal plaster to be 12 mm thick in 1:6 cement sand ratio properly cured.

**D. DOORS:**

- 1. All door frame to be 2 1/2" x 4" made wood properly seasoned.
- 2. All main entrance doors should be of flush type 35 mm thick.

3. All internal doors should be of flush door type, machine made phenol bonded formaldehyde treated of standard make with all fitting fixing complete.

**E. WINDOWS:**

1. All windows are of Aluminum with anodized made with 3.5 mm glass panels with M/S grill of approved design by the architect.

**F. FLOORING:**

1. Marble/vitrified to be laid on all rooms, kitchen toilets and skirting 4" high and in bath room ceramic tiles to be laid down.

**G. PAINTINGS AND DECORATION:**

1. Putti finishes on all internal walls over plaster.
2. Two coats of fine white washing to the interior surface of staircase, landing, garage etc.
3. One cement primer weather coats of Berger Paints of two coats outside of building.

**H. SANITARY & PLUMBING:**

1. P.V.C. pipes I.S.I. approved and C.P. bib cocks and stop cocks Essco C. P. fitting.
2. Each toilet is to be provided with:-
  - (a) White porcelain wash basin 20"x16" with C.P. waster fittings P.V.C.
  - (b) C.P. Bib cock - 2 nos. and 25 dia P.V.C.
  - (c) One hot water line with all fittings excluding Geyser.
  - (d) E.T.W.C. black and white porcelain including approved seat cover and P.V.E. low down cistern with all fitting fixtures complete.
  - (e) Stainless steel shower rose wall type with control valves.

**I. KITCHEN:**

1. With C.P. waste fitting, P.V.C. waster pipe and C.P. Connector, C.P. stop and bib cock etc.
2. 100 dia floor trap 1 nos.

3. Kitchen counters will be provided with black stone and back wall to be finished with colour glazed tile of 4'-0" high along with standard steel sink on the adjacent wall.

**J. ELECTRICITY:**

1. All electric wire and cable will be of copper and all specification and workmanship as per I.S. rules including fire proof.
2. Electric points in flats will be provided 15-20 points (approx.)
3. Building is to be provided with earthing.

**K. LIFT :**

5 (five) passenger lift of repute make.

**IN WITNESS WHEREOF** the **PARTIES** have put their respective signature on this the day, month and year first above written.

**SIGNED SEALED & DELIVERED** by the **PARTIES** at Kolkata in the Presence of :-

**WITNESSES :**

1. Sanja Bhanuik  
Alipore Judges Court,  
P.S. Alipore KOL- 27

2. Krishnendee Poddar.  
20/4, Becharam Chatterjee Road,  
Kolkata- 700034.

Gopalehandina Halder.

Signature of the **OWNER**

**PODDAR CONSTRUCTION**

Akashdeep Poddar

Signature of the **DEVELOPER**

**MEMORANDUM OF CONSIDERATION**

**RECEIVED** a sum of Rs.1,00,000/- (Rupees One Lac) only as part of the non refundable amount out of Rs.85,00,000/- (Rupees Eighty Five Lac) only from the above named **DEVELOPER** in terms of the Development Agreement as per memo below :-

Particulars	Amount (Rs.)
By Cheque No.199818 dated 30.06.2020, drawn on Axis Bank, Manton Branch, Kolkata-700034	1,00,000/-
<b>TOTAL</b>	<b>Rs. 1,00,000/-</b>

(Rupees One Lac ) only.

**WITNESSES:**

1. *Ranjan Kumarik*

*Gopalchandra Haldar.*  
Signature of the **OWNER**

2. *Krishnendu Poddar.*

**Drafted by and Prepared  
in my office :-**

*Subhankar Sarkar*

**Subhankar Sarkar.**

Advocate

Enrolment No.WB/205/1997

Bar Council of West Bengal,

Alipore Judges' Court, Kolkata : 27.



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SRI GOPAL CHANDRA HALDER

Signature : *Gopalchandra Halder*

Photo



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SRI AKASHDEEP PODDAR

Signature : *Akash Deep Poddar*

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

19-202021-002034509-5

Payment Mode Debit Card Payment

BRN Date: 24/06/2020 15:06:24

Bank : United Bank

BRN : 18526350

BRN Date: 24/06/2020 15:01:20

DEPOSITOR'S DETAILS

Id No. : 2000614437/9/2020

[Query No./Query Year]

Name : AKASHDEEP PODDAR  
Contact No. : Mobile No. : +91 9836380135  
E-mail :  
Address : 204 B/C ROAD BEHALA KOLKATA 700034  
Applicant Name : Mr Subhankar Sarkar  
Office Name :  
Office Address :  
Status of Depositor : Attorney of Claimant  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 9

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	2000614437/9/2020	Property Registration- Stamp duty	0030-02-103-003-02	10021
2	2000614437/9/2020	Property Registration- Registration Fees	0030-03-104-001-16	1021
Total				11042

In Words : Rupees Eleven Thousand Forty Two only











Government of West Bengal

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

OFFICE OF THE A.D.S.R. BEHALA, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16072000614437/2020

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr GOPAL CHANDRA HALDER 155A, Pancharantala Lane., P.O.- Pamasree, P.S.- Behala, District:-South 24-Parganas West Bengal, India, PIN - 700034	Land Lord			Gopalchandrahalder 30/06/2020
2	Mr AKASHDEEP PODDAR 20/4 Bacharam Chatterjee Road, P.O.- Behala, P.S.- Behala, District:- South 24-Parganas, West Bengal, India, PIN - 700034	Represent ative of Developer (PODDAR CONSTR UCTION)			Akashdeep poddar 30.06.2020
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Raja Pramanik Son of Mr. Sudhir Pramanik Alipore Judges Court, P.O.- Alipore, P.S.- Alipore District:- South 24-Parganas, West Bengal, India, PIN - 700027	Mr GOPAL CHANDRA HALDER Mr AKASHDEEP PODDAR			Raja Pramanik 30/06/2020

(Sandip Biswas)

10/1

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

Query No: 14072000614157/2020, 29/06/2020 12:30:12 PM BEHALA (A.D.S.R.)



Government of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Assessment Slip

Query No / Year	2000614437/2020	Office where deed will be registered
Query Date	10/06/2020 8:59:12 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Subhankar Sarkar Allpore Judges Court, Thana : Allpore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8910647900, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 1,00,000/-]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 77,75,000/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 10,021/- (Article:48(g))	Rs. 1,021/- (Article:E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		

**Land Details :**

District: South 24-Parganas, Thana: Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sudha Sindhu Banerjee Road, Premises No: 64, Ward No: 131, Pin Code : 700034

Sch No	Plot Number	Khatian Number	Land Use/Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS -)		Bastu	3 Katha 7 Chatak 35 Sq Ft	1/-	62,75,000/-	Width of Approach Road: 20 Ft.,
Grand Total :				5.7521Dec	1/-	62,75,000/-	

**Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	1/-	15,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	1/-	15,00,000/-	



Query No: 2000614437 of 2020, Printed On: Jun  
11 2020 7:06PM, Generated from Registration

AS- 1 of 3

**and Lord Details :**

Sl No	Name & address	Status	Execution Admission Details :
1	Mr GOPAL CHANDRA HALDER Son of Late Bhola Nath Halder, 155A, Panchanantala Lane,, P.O:- Parnasree, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No. AARPH0853M, , Aadhaar No.: 91xxxxxxxx3606 Status : Individual, Executed by: Self . To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self

**Developer Details :**

Sl No	Name & address	Status	Execution Admission Details :
1	PODDAR CONSTRUCTION ( Sole Proprietorship ) .41, Becharam Chatterjee Road,, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 PAN No. BYJPP0655E, , Aadhaar No Not Provided by UIDAI Status : Organization, Executed by: Representative	Organization	Executed by: Representative

**Representative Details :**

Sl No	Name & Address	Representative of
1	Mr AKASHDEEP PODDAR Son of Mr Krishnendu Poddar 20/4, Becharam Chatterjee Road,, P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BYJPP0655E , Aadhaar No.: 25xxxxxxxx3858	PODDAR CONSTRUCTION (as Proprietor)

**Identifier Details :**

Name & address
Mr Raja Pramanik Son of Mr Sudhir Pramanik Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr GOPAL CHANDRA HALDER, Mr AKASHDEEP PODDAR

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr GOPAL CHANDRA HALDER	PODDAR CONSTRUCTION-5.75208 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr GOPAL CHANDRA HALDER	PODDAR CONSTRUCTION-2000 Sq Ft



Query No: 2900614437 of 2020, Printed On : Jun  
10 2020 8:59PM, Generated from Registration

Property and Land or Building Details as received from KMC :				
Sl. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
1	Assessment No. : 411311801173 Premises No. : 64 Ward No. : 131 Street Name : SUDHA SINGHA BANERJEE ROAD	Reference Deed No. : Date of Registration. : Office Where Registered :	Owner Name : SM PUSPA RANI BANERJEE W/O LT. KALIPADA BANERJEE Owner Address : 50/4, GABTALA LANE , KOLKATA Pin No. : 700060	Character of Premises: Constructed Building Total Area of Land: 3 Collah, 7 Chatak, 35 SqFeet,

**Note:**

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 10-07-2020) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 10-07-2020)
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:  
D.S.R. - I SOUTH 24-PARGANAS,D.S.R. - I | SOUTH 24-PARGANAS,D.S.R. - III SOUTH 24-PARGANAS,D.S.R. - IV SOUTH 24-PARGANAS,A.D.S.R. BEHALA,D.S.R. - V SOUTH 24-PARGANAS,A.R.A. - I KOLKATA,A.R.A. - II KOLKATA,A.R.A. - III KOLKATA,A.R.A. - IV KOLKATA



Query No: 2000614437 of 2020. Printed On : Jun  
10 2020 8:55PM. Generated from Registration

AS-3 of 3



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
 ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

অনুসন্ধান নং/Enrollment No. : 1040/20059/10767

To  
 Akashdeep Poddar  
 কাকেশদেব পোদার  
 29/4  
 BECHARAM CHATTERJEE ROAD  
 Behala, Kolkata  
 West Bengal - 700004

08/03/2013



KL1692709150F  
 16927001



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**2580 6242 3858**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
 GOVERNMENT OF INDIA



কাকেশদেব পোদার  
 Akashdeep Poddar  
 পিতা : কাকেশদেব পোদার  
 Father : KRISHNENDU PODDAR

জন্ম তারিখ/Year of Birth: 1988  
 পুং/ Male

2580 6242 3858



আধার - সাধারণ মানুষের অধিকার

*Akash Deep Poddar*

आयकर विभाग  
INCOME TAX DEPARTMENT

AKASHDEEP PODDAR

KRISHNENDU PODDAR

04/09/1988

Permitted Account Number

BYJPP0655E

*Akash Deep Poddar*  
Signature



भारत सरकार  
GOVT. OF INDIA



*Akash Deep Poddar*



ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

তালিকাভুক্তির আই ডি/Enrollment No.: 1040/20044/01809

To  
 গোপাল চন্দ্র হালদার  
 Gopal Chandra Halder  
 155A PANCHANANTALA LANE  
 PANCHANANTALA, Behala S.O.  
 Behala, Kolkata  
 West Bengal 700034  
 9830114661

2011/2012



MN199461003DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**9105 6758 3606**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
 GOVERNMENT OF INDIA



গোপাল চন্দ্র হালদার  
 Gopal Chandra Halder  
 পিতা : ভোলানাথ হালদার  
 Father : BHOLANATH HALDER  
 জন্ম সাল / Year of Birth : 1965  
 পুরুষ / Male



**9105 6758 3606**

আধার - সাধারণ মানুষের অধিকার



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AARPH0853M



नाम /NAME

GOPAL CHANDRA HALDER

पिता का नाम /FATHER'S NAME

BHOLA NATH HALDER

जन्म तिथि /DATE OF BIRTH

01-05-1966

हस्ताक्षर /SIGNATURE

Gopal Chandra Halder

आयकर आयुक्त, प.नं.-XI

COMMISSIONER OF INCOME-TAX, W.S.

Gopal Chandra Halder,

### Major Information of the Deed

Deed No :	I-1607-03864/2020	Date of Registration	02/07/2020
Query No / Year	1607-2000614437/2020	Office where deed is registered	
Query Date	10/06/2020 8:59:12 PM	1607-2000614437/2020	
Applicant Name, Address & Other Details	Subhankar Sarkar Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8910647900, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 77,75,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,121/- (Article:48(g))	Rs. 1,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip (Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sudha Sindhu Banerjee Road, , Premises No: 64, , Ward No: 131 Pin Code : 700034

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	3 Katha 7 Chatak 35 Sq Ft	1/-	62,75,000/-	Width of Approach Road: 20 Ft.
Grand Total :				5.7521Dec	1 /-	62,75,000 /-	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	1/-	15,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	1 /-	15,00,000 /-	

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr GOPAL CHANDRA HALDER</b> Son of Late Bhola Nath Halder 155A, Panchanantala Lane., P.O:- Parnasree, P.S:- Behala, District-South 24-Parganas, West Bengal, India, PIN - 700034 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of India, PAN No.:: AARPH0853M, Aadhaar No: 91xxxxxxx3606, Status :Individual, Executed by: Self, Date of Execution: 30/06/2020 , Admitted by: Self, Date of Admission: 30/06/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 30/06/2020 , Admitted by: Self, Date of Admission: 30/06/2020 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>PODDAR CONSTRUCTION</b> 41, Becharam Chatterjee Road,, P.O:- Behala, P.S:- Behala, District-South 24-Parganas, West Bengal, India, PIN - 700034 , PAN No.:: BYJPP0655E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr AKASHDEEP PODDAR (Presentant )</b> Son of Mr Krishnendu Poddar 20/4, Becharam Chatterjee Road,, P.O:- Behala, P.S:- Behala, District-South 24-Parganas, West Bengal, India, PIN - 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.:: BYJPP0655E, Aadhaar No: 25xxxxxxx3858 Status : Representative, Representative of : PODDAR CONSTRUCTION (as Proprietor)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Raja Pramanik</b> Son of Mr Sudhir Pramanik Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District-South 24-Parganas, West Bengal, India, PIN - 700027			
Identifier Of Mr GOPAL CHANDRA HALDER, Mr AKASHDEEP PODDAR			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr GOPAL CHANDRA HALDER	PODDAR CONSTRUCTION-5.75208 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr GOPAL CHANDRA HALDER	PODDAR CONSTRUCTION-2000.00000000 Sq Ft

On 24-06-2020

**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 77,75,000/-

*Sandip Biswas*

**Sandip Biswas**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BEHALA**  
**South 24-Parganas, West Bengal**

On 30-06-2020

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

Presented for registration at 15:20 hrs on 30-06-2020, at the Private residence by Mr AKASHDEEP PODDAR ,

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

Execution is admitted on 30/06/2020 by Mr GOPAL CHANDRA HALDER, Son of Late Bhoja Nath Halder, 155A, Panchanantala Lane., P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Advocate

Indetified by Mr Raja Pramanik, , Son of Mr Sudhir Pramanik, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 30-06-2020 by Mr AKASHDEEP PODDAR, Proprietor, PODDAR CONSTRUCTION (Sole Proprietorship), 41, Becharam Chatterjee Road., P.O:- Behala, P.S:- Behala, District:-South 24-Parganas, West Bengal, India, PIN - 700034

Indetified by Mr Raja Pramanik, , Son of Mr Sudhir Pramanik, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

*Sandip Biswas*

**Sandip Biswas**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BEHALA**  
**South 24-Parganas, West Bengal**

On 02-07-2020

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,021/- ( B = Rs 1,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 24/06/2020 3:01PM with Govt. Ref. No: 192020210020345095 on 24-06-2020, Amount Rs: 1,021/-, Bank: United Bank ( UTBI00CH175), Ref. No. 18526350 on 24-06-2020, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/- by online = Rs 10,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 397512, Amount: Rs.100/-, Date of Purchase: 19/06/2020, Vendor name: Tanmoy Kar Purakayastha  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/06/2020 3:01PM with Govt. Ref. No: 192020210020345095 on 24-06-2020, Amount Rs: 10,021/-, Bank United Bank ( UTBI00CH175), Ref. No. 18526350 on 24-06-2020, Head of Account 0030-02-103-003-02



**Sandip Biswas**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BEHALA**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1607-2020, Page from 137017 to 137072  
being No 160703864 for the year 2020.



Digitally signed by SANDIP BISWAS  
Date: 2020.07.06 14:50:51 +05:30  
Reason: Digital Signing of Deed.

*Sandip*

(Sandip Biswas) 2020/07/06 02:50:51 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

(This document is digitally signed.)