

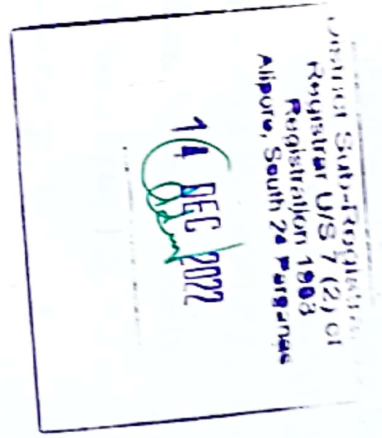


পশ্চিমবঙ্গ পঞ্জিমা বাংলা WEST BENGAL

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Notarized that the document is admitted the registration. The signature sheets and the charges/fees sheets attached with the document are the part of this document.

14/12/2022  
6-2003519308/2022



Anshu Majumdar

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the

*14th* day of *December*..... Two Thousand Twenty Two (2022)

BETWEEN

DR. ARCHANA MAJUMDAR, (PAN-AEJPD3540B & Aadhaar No. 625402804904), daughter of Late Rabindra Chandra Majumdar, by faith Hindu, Indian, by occupation-Medical Practitioner, residing at 30F, Hara Mohan Ghosh Lane, P.O. BELIAGHATA P.S. Beliaghata, Kolkata-700 085, hereinafter referred to as the 'OWNER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, legal representatives and assigns) of the FIRST PART:

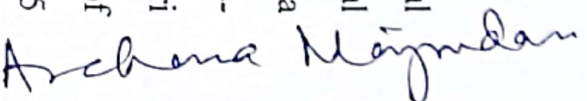
*Archana Majumdar*

AND

R.S. CONSTRUCTION, a Partnership firm, having its office at 210, Garfa Main Road, P.O. Hattu, P.S. Garfa, Kolkata-700078, represented by its Partners namely (1) MISS KRITI SAFUI, (PAN-JERYPS3339M & Aadhar No.4153 9728 9840), daughter of Late Rana Safui, by faith-Hindu, Nationality-Indian, by occupation-Business and (2) MISS REETI SAFUI (PAN-JKLPS3714P & Aadhar No.24662972 3566), daughter of Late Rana Safui, by faith Hindu, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata-700075, hereinafter referred to as the 'DEVELOPER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor in Office, executors, administrators, legal representatives and assigns) of the SECOND PART:

WHEREAS by a Deed of Sale, dated 14.03.2013, registered at A.D.S.R.-Scaldah and recorded in Book No.1, Volume No.3, page from 929 to 950, Deed No.0973 for the year 2013, the Owner herein purchased ALL THAT land measuring 6 Cottah 4 Chittak 35 sq.ft. be the same a little more or less, situated at Mouza-Garfa, J.L.No.19, Pargana-Khaspur, R.S. No.2, Touzi No.10, 12,13 comprised in Dag No.2225, appertaining to

Khatian No.1732, being KMC Premises No.58/A, Mahendra Mondal Road, Kolkata-700 099, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, from the then lawful Owners (1) Smt. Baby Dey, wife of Sri Prasanta Dey, (2) Miss Jhuma Dey, (3) Miss Soma Dey, both daughter of Prasanta Dey all of 64/5, Garfa Main Road, P.S. Kasba, Kolkata-700075 and Confirming Party Shri Prasanta Dey, son of Late Ram Ratan Dey of 64/5, Garfa Main Road, P.S. Kasba, Kolkata-700075.



AND WHEREAS being the Owner of the said land, the Owner herein mutated her name in the office of the Kolkata Municipal Corporation in respect of the said KMC Premises No.58/A, Mahendra Mondal Road, Kolkata-700 099, Assesse No.31-106-11-0156-5, and also recorded her names in the District Settlement office (B.L. & L.R.O) in respect of the said land, which is recorded as L.R. Dag No.2225 under L.R. Khatian No.2834 in her name in the recent published L.R. settlement records of rights as the absolute owner thereof and also got a building plan sanctioned of the G+III storied building from the Kolkata Municipal Corporation, vide Building Permit No.2015120096, dated 23.05.2015.

AND WHEREAS thus the Owner herein became the Owner of total land measuring 6 Cottah 4 Chittak 35 sq.ft. be the same a more or less, together with 400 sq.ft. Asbestos shed structure standing thereon, more fully described in the First Schedule hereunder written, having unfettered right, title and interest thereto and free from all encumbrances.

AND WHEREAS the Owner is desirous of constructing a G+III storied building on the said land, but due to her time & busy schedule, the Owner has placed her offer to the Developer to entrust the said development

work with some terms and conditions and the Developer herein being satisfied regarding the right, title and interest of the said property accepted the said offer of the Owner herein under the following terms and conditions.

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

That in this agreement unless anything appears to be repugnant to the subject or context:-

### **ARTICLE - I: DEFINITION**

**OWNER:** shall mean and include the party of the First Part and her respective heirs and successors.

**DEVELOPER:** shall mean and include the Party of the Second Part and their heirs, executors, administrators, legal representatives and assigns.

**SAID PROPERTY:** shall mean and include the land measuring 6 Cottah 4 Chittak 35 sq.ft. be the same a little more or less together with 400 sq.ft. asbestos shed structure, situated at Mouza-Garfa, J.L.No.19, Pargana-Khaspur, R.S. No.2, Touzi No.10, 12,13 comprised in R.S. & L.R. Dag No.2225, appertaining to R.S. Khatian No.1732 corresponding to L.R. Khatian No.2834, being KMC Premises No.58/A, Mahendra Mondal Road, Kolkata-700 099, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24- Parganas, fully described in the First Schedule hereunder written .

*Sachana Nayak*

NEW BUILDING: shall mean and include such G+III storied building shall be approved by the parties hereto in respect of the said property to be constructed on the said land.

COMMON FACILITIES: shall mean and include corridors, stair-case, ways, landing, roof common passage, boundary wall, water reservoir, water tank, Lift, pump motor, electrical and sanitary installations, fittings etc. and roof of the building and other facilities required for common enjoyment of the new building.

OWNER' ALLOCATION: shall mean 50% of all constructed area. i.e. the proposed G+III storied building that is entire 1<sup>st</sup> floor, one 3BHK flat on 3<sup>rd</sup> floor, 50% sale proceeds of the common flat on 3<sup>rd</sup> floor (As per plan), 50% of the car parking space, 50% of all available common space in Ground floor & roof which is not in the share of Developer, together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building and a sum of **Rs.50,00,000/-** (Rupees Fifty Lakh) only out of which **non-refundable money Rs.25,00,000/-** and **refundable money of Rs.25,00,000/-** to be paid by the Developer to the Owner in the following manner:-

- i) At the time of signing this Agreement.....Rs. 50,00,000/- The refundable money of Rs. 25,00,000/- to be refunded or adjusted to the Developer within 1 year 6 months from the date of layout of the project or to be adjusted from 3<sup>rd</sup> floor common flat with 50% share of owner.

DEVELOPER'S ALLOCATION: the save and except the said Owner' Allocation, the remaining 50% of the constructed area of the

*Ashokat Nayandur*

proposed G+III storied building that is entire 2<sup>nd</sup> floor, 1 3BHK flat on 3<sup>rd</sup> floor, 50% sale proceeds of the common flat on 3<sup>rd</sup> floor, 50% of the car parking space together with the said land with right to use and enjoy the common areas and facilities to be provided in the proposed building will be allotted to the Developer herein.

BUILDING PLAN: shall mean and include the plan of G+III storied building, vide Building Permit No.2015120096, dated 23.05.2015 sanction by the Kolkata Municipal Corporation and it's renewed at the cost of owner and modified building plan, to be sanctioned by the Kolkata Municipal Corporation at the cost of the developer. (Cost of renewal to be paid by owner and additional cost of revised or modification to be borne by Developer).

If any additional space or floor is constructed, even after completion the owner shall have equal 50% share on it.

#### ARTICLE- II: DATE OF COMMENCEMENT

This agreement shall be deemed to have commenced on and with effect from the date of execution of this agreement and shall remain in full force so long the Developer's allocation is sold or transferred to the intending purchasers.

That the Owner shall be responsible to obtain the renewal or regularised sanction building plan from the concerned authority at her own costs and expenses within **one month** from this date of agreement.

*Acharya Nayindar*

That the owner shall get the conversion of the nature of land from the concerned authority and cuttings of trees (whichever is fowling construction).

#### **ARTICLE -III: OWNER' REPRESENTATION**

The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled in respect of the landed property, more particularly described in the First Schedule hereunder written free from all encumbrances and have not entered into any agreement or contract with any person or persons in respect of the said property and have not received any advance or part payment thereof.

The said land is not affected by any Scheme of acquisition or requisitioned of the State/Central Govt. or any local body/authority and the same has a clear and good marketable title therein.

#### **ARTICLE-IV: DEVELOPER'S REPRESENTATION**

4.1 The Developer have sufficient knowledge and experience in the matter of development/construction of immovable properties and construction of new building and also arrangement of sufficient funds for carry out the work of development of the said property and/or construction of the said new building.

#### **ARTICLE -V: DEVELOPMENT WORK**

The Owner hereby appointed the Party of the Second Part as the Developer and/or contractor, which the Developer hereby agreed and accepted.

The Developer shall carry on or cause to be carried out the work of development in respect of the said property by constructing the building,

*Archana Nayak*

having several self contained flats on the Ownership basis and will sell the flats and spaces together with undivided proportionate share or interest in the land of the new building in favour of the prospective purchaser or purchasers except the Owner' allocation.

**ARTICLE -VI: DEVELOPER'S COVENANTS**

The Developer shall at his own expenses shall complete and/or cause to be completed the construction of the said new building and deliver the said Owner' allocation as stated hereinbefore within the **18 + 6 months = 24 (Twenty Four)** months from the date of revised sanction of the building plan.

The Development of the said property and/or construction of the proposed new building shall be made by the Developer on behalf of the Owner or on account of the Developer himself or on account and/or on behalf of the intending purchaser or purchasers of the flats and spaces in the new building.

The Developer at their own costs and expenses apply for and obtain all necessary sanction and/or permission or No Objection Certificate from the appropriate authorities as may from time to time be necessary for the purpose of carrying out the work of development of the said property.

The Developer shall at their own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as may be required at the said building, but for supply of electricity in the new building, the Developer will apply to the electricity supply authority for obtaining the main connection or main meter and cost of the common meter will born by the purchaser. The said meter will be the common meter for all the occupiers of the proposed building, The

*Archana Majumdar*



individual meter to be installed at the cost of the Owner and/or intending purchasers and the Developer will co-operate for such installation of meter in their manner. Already there are two existing Electric Meters of 4-10 Volt & K/MC Water line which will be in the share of owner.

#### ARTICLE-VII: OWNER COVENANTS

The Owner shall grant and issue a General Power of Attorney, in favour of the Developer, authorising and/or empowering the Developer to do all acts, deeds matters and things necessary for completion of the works of development of the said property and/or construction of the said proposed new building and/or to sell the Developer's allocation as per terms of this agreement.

The Owner shall be bound if so required by the Developer, sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declaration to enable the Developer to apply for and obtain electricity, sewerage, water and other public utility services in or upon the said new building and/or to co-operate the developer for modification and/or rectification to the plan sanctioned by the Kolkata Municipal Corporation, and for all of these acts, deeds and things the Owner shall grant power of Attorney in favour of the Developer.

The Owner shall not in any manner obstruct the carrying out of the Development of the said property and/or construction of new building in or upon the said land as herein agreed. Moreover, the Owner shall have no right to claim anything except the Owner's allocation & 50% right on common allocation in the said building.

*Shobha Kishore*

The Owner have agreed to supply the original title deed and all other relevant papers and documents to the Developer for selling and transferring the said Developer's allocation as and when the matter required for the same and after fulfillment the Developer shall the responsible to return the said original documents to Owner is in respectively first schedule property.

*Aschana Nayndar*

All the flats and other spaces of the proposed new building to be erected and sold by the Developer except the Owner' allocation with the proportionate share in the land to the intending purchaser or purchasers on whose account such flats shall be erected by the Developer.

#### ARTICLE-VIII: CONSTRUCTION

The construction of the said new building shall be made by the Developer as per the plan & specification sanction by the Kolkata Municipal Corporation.

The Developer shall be entitled to obtain necessary modification or rectification plan for the purpose of completion of the construction of the building if necessary to be modification of sanctioned plan by the Kolkata Municipal Corporation.

The Developer shall retain appoint and employ such masons Architects, Engineers contractor, manager, supervisors, caretaker and other employees for the purpose of carrying out the work of development of the said property and/or the construction of the said new building as the Developer shall at his own discretion think fit and proper.

The Developer herein shall solely be liable or responsible for the payment of salaries, wages, charges and remuneration of masons supervisors, architects contractors, Engineers, caretaker and other staff

and employees as may be retained appointed and/or employed by the Developer till the completion of construction and in this regard the Owner shall not in any manner would be made responsible or liable.

**ARTICLE-IX: JOINT DECLARATION**

During the continuance of this agreement, the Owner herein shall not in any manner sell, transfer, encumber, mortgage or otherwise deal with or dispose of their right, title and interest in the said property in any manner whatsoever and not do any act, deed, matter or thing which may in any manner cause obstruction in the matter of development or construction of the said property.

The Owner shall not part with possession of any of the residential flats or other spaces of the said building to be constructed, except their allocation prior to notice to be served by the Developer.

The Developer shall unless prevented by any act of God or act beyond the control of the Developer, complete the construction of the said building within **18 + 6 = 24 (Twenty Four)** months from the date of revised sanction of the building plan.

The Owner till date have not taken any advance booking in respect of the said land and premises from any person or persons and the Owner have not encumbered the same in any manner whatsoever and declare that the said property is free from all encumbrances and it has a good, clear and marketable title.

The owner has received the BLRO conversion of land "VASTU" paper and the land is vacant with a 400 sq. ft structure.

The Owner will be bound to make registration of sale deed in respect of all flats and spaces of Developer's allocation at the cost of the

*Archana Nayandur*

Purchaser(s) in respect of proportionate share of land only without any claim or demand whatsoever. The Owner shall co-operate with the Developer for such registration and shall have no objection to be a party in the proposed deed of conveyance.

**FIRST SCHEDULE ABOVE REFERRED TO**

*Archana Naynder*

**ALL THAT** a piece and parcel of the land measuring 6 Cottah 4 Chittak 35 sq.ft. be the same a little more or less together with 400 sq.ft. asbestos shed structure, situated at Mouza-Garfa, J.L.No.19, Pargana-Khaspur, R.S. No.2, Touzi No.10, 12,13 comprised in R.S. & L.R. Dag No.22225, appertaining to R.S. Khatian No.1732 corresponding to L.R. Khatian No.2834, being KMC Premises No.58/A, Mahendra Mondal Road, Kolkata-700 099, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. formerly Tollygunge then Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

On the North : Partly others Premises then 8'ft. wide Common Passage,

On the South : Pre. No.79 & 79/1, Mahendra Mondal Road & partly  
12'ft. wide Common Passage,

On the East :partly Pre. No. 126, Mahendra Mondal Road & partly Pre.  
No. 88, Vivejanand Sarani,

On the West: Partly other building and partly Pre. No.84, Mahendra  
Mondal Road.

**SECOND SCHEDULE ABOVE REFERRED TO**

(Owner' Allocation)

**ALL THAT** 50% of the proposed G+III storied building that is entire 1<sup>st</sup> floor, 1 3BHK flat on 3<sup>rd</sup> floor, 50% sale proceeds of the common flat on 3<sup>rd</sup> floor together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building and a sum of **Rs.50,00,000/-** (Rupees Fifty Lakh) only out of which **non-refundable money Rs.25,00,000/-** and **refundable money of Rs.25,00,000/-** to be paid by the Developer to the Owner in the following manner:-

- i) At the time of signing this Agreement.....Rs. 50,00,000/-

The refundable money of Rs. 25,00,000/- to be refunded to the Developer within 1 year 6 months from the date of layout of the project.

**THIRD SCHEDULE ABOVE REFERRED TO**

(Developer's Allocation)

**ALL THAT** save and except the said Owner' Allocation, the remaining 50% of the constructed area of the proposed G+III storied building that is entire 2<sup>nd</sup> floor, 1 3BHK flat on 3<sup>rd</sup> floor, 50% sale proceeds of the common flat on 3<sup>rd</sup> floor together with the said land with right to use and enjoy the common areas and facilities to be provided in the proposed building will be allotted to the Developer herein. Owner will have equal <sup>equal Area share & legal</sup> 50% of right on Common areas in Ground floor (~~except~~ Car Park) & roof or additional space if any like another 50% right of developer.

*Archan Mayade*

*Keerthi Saha*

*Archan Mayade*

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the Construction)

STRUCTURE: R.C.C structure with beams columns and slab.

Cement – Ultratech, Steel – Durgapur

WALLS: Internal wall of 3" thickness External of 8" thickness of no.1 new bricks with plaster.

FLOORING: flooring will be made with good quality Kazaria OR Nicco vitrified tiles 2 x 2 ft. or more

DOORS : All door frames will be made of sal wood 4" x 2 ½ " inner surface of the frame should be pointed. Entrance main door will be made of 32mm thick Segun wood with door stopper. Other doors will be ISI flush door, 32/35 mm in thickness. Toilet and W.C. door will be of PVC sheet.

WINDOWS: 1.2mm openable Aluminium channel window 'LYKA' made with 3.5 mm glass with necessary fittings.

ELECTRICAL: Bed room – 4 point (one fan point, two light point and 5 Amp one point), 2 AC points, kitchen- 2 point, 5 Amp two point, 15 Amp two point. Toilet– 2 points, one Exhaust fan point and two light point, Balcony – one light point. Drawing/dining– 4 point, 5 Amp 2 point and 15 Amp one point, and a calling bell point outside the flat. Electrical work will be made by finolex OR Havells

SANITARY &amp; PLUMBING: Kitchen – Black stone slab top with Granite slab on Black Stone cooking platform with sink having with bib cock (1 no.), including one gas cylinder space. Glazed tiles up to 3' height from cooking plat form in kitchen, in Kitchen- water point 2 nos. In Toilet 6'ft. height glaze tiles on the wall and Complete set of Commode 1 no. Wash basin (white) with fitting of 1 no. with C.P. pillar cock. Wash basin may

Achanakengal

Kee to sofa

Achanakengal

be fixed outside the toilet). All sanitary and plumbing fittings materials made by Hindware or Parryware and Essco or Marc.

WATER SUPPLY: Overhead R.C.C. reservoir and undergrounds reservoir with Municipality water line to be provided. Electrical pump and motor to be installed by developer at ground floor level within a suitable place for lifting water to overhead reservoir.

PAINTING: External finish-All external walls covered with weather coat of Assian paint. *and elevation and with party finish*,

N.B.

1. All extra work of fittings can be provided subject to approval of the engineer with extra cost.

2. The Owner can appoint or engage his own supervisor to look after daily progress and quality of work at her own cost.

3. In case of any local problems, regarding supply of materials, club, local party, puja committee etc. would be managed and paid by Developer or second part. No money to be paid by landlord in any case for construction of development. If any mishap/ injury/ of labour happens during progress of construction work, responsibility and liability lies upon developer, (1<sup>st</sup> part). The second part/ developer can not engage any third party/ developer.

*Richana Nayindan*

*K. S. S. S.*

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

SIGNED, SEALLED & DELIVERED

In presence of:-

*L. An. Saha*

Belona Mondal  
OWNER

2. *Asst. Com. Police*

*28/ South Park chattri*

*Kat. 38*

*37 Prasenjit Mondal*

R.S. CONSTRUCTION

*599 Durga Mohan*

Kat. 15/1a

R.S. CONSTRUCTION

*Rochi Saha*

Partner

Partner

DEVELOPER

*Abhok*

Drafted by:-

*Adv. Saha*

Advocate,

Alipore Police Court,

Kolkata - 700 027

*24/09/24*



RECEIVED from the within named Developer the within mentioned sum of Rs.50,00,000/- (Rupees Fifty Lakh) only, being the part payment out of the total money, paid by the Developer as per memo below :-

MEMO

<u>P.D. / Cheque No.</u>	<u>Date</u>	<u>Bank/Branch</u>	<u>Amount</u>
224599	14/11/2022	SBI, Gurgaon	25,00,000/-
224600	14/11/2022	SBI, Gurgaon	25,00,000/-

Ka. S. Jaiswal

Archana Nayyar

Total.....Rs.50,00,000/-

WITNESSES:-

1. Dr. S. Jaiswal

2. Ashim Mehta

28 Saahyapuri, Gurgaon

1200278


Archana Nayyar  
OWNER

3) Mr. S. Jaiswal - Mohan


301 P. Jaiswal  
Chandigarh

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

Name.....  
Signature.....

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

Name..... KRITI SAFUI  
Signature..... *Kriti Safui*

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

Name..... REETI SAFUI  
Signature..... *Reeti Safui*

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	right hand					

Name..... ARCHANA MASTIMDAR  
Signature..... *Archana Mastimdar*

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1604-2022, Page from 435038 to 435063  
being No 160414667 for the year 2022.



Digitally signed by ANUPAM HALDER  
Date: 2022.12.19 11:27:09 +05:30  
Reason: Digital Signing of Deed.

*Anupam Halder*

(Anupam Halder) 2022/12/19 11:27:09 AM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)