



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

U 637137

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20/5

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

✓

Addl. District Sub-Registrar  
Shyambhanga, South 24 Parganas

20 MAY 2022

**DEVELOPMENT AGREEMENT**

**THIS DEED OF DEVELOPMENT AGREEMENT** is made on this the

20<sup>th</sup> day of May, Two Thousand and Twenty Two (2022)

**B E T W E E N**

22/1445875/22

29142

21 FEB 2022

File No	
Query No / Year	
Applicant Name & Other D	
Trac	



No.....Rs.-**1000/-** Date.....

Name:.....

Aloke Biswas

Address:.....

Vendor.....

Allpur Collectorate, 24 Pgs. (S)

**SUBHANKAR DAS**

**STAMP VENDOR**

Allpur Police Court, Kol-27

Advocate  
Alipur Police Court  
Kolkata-27

29142 = 1000/-



A.D.S.R Beha

20 MAY 2022

Dist - South, 24 Pgs

Identified by me  
Aloke Biswas  
Advocate  
Alipur police court  
P.O. & P.S. Alipur  
Kolkata - 700027



## Major Information of the Deed

Deed No	I-1607-07099/2022	Date of Registration	20/05/2022
Query No / Year	1607-2001445875/2022	Office where deed is registered	
Query Date	17/05/2022 2:35:43 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Aloke Biswas Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN 700027, Mobile No. : 9748887252, 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 : 2,00,000/-]		
Set Forth Value	Market Value		
	Rs. 42,66,996/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 2,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :



















District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Majhi Para Road, Road Zone : (J.L.Sarari – Rest (Ward 124)) , Premises No: 106, , Ward No: 124 Pin Code : 700063

Sch No	Plot Number	Khatia Number	Land Use Proposed	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	4 Katha 9 Chatak 37 Sq Ft		33,21,996/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>				<b>7.6129Dec</b>	<b>0/-</b>	<b>33,21,996 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1400 Sq Ft.	0/-	9,45,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>1400 sq ft</b>	<b>0/-</b>	<b>9,45,000 /-</b>	

**And Lord Details :**



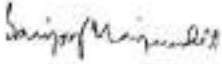
Sl. No.	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri SOUMYENDRA MOHAN MOITRA</b>                      Son of Late Kshitindra Mohan Moitra                      Executed by: Self, Date of Execution: 20/05/2022                      , Admitted by: Self, Date of Admission: 20/05/2022 ,Place : Office                 </td> <td></td> <td></td> <td></td> </tr> <tr> <td>20/05/2022</td> <td></td> <td>LTI 20/05/2022</td> <td>20/05/2022</td> </tr> </tbody> </table> <p>167, Diamond Harbour Road, City:- , P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South24-Parganas, West Bengal, India, PIN:- 700063 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx2J, Aadhaar No: 42xxxxxxxx9681, Status :Individual, Executed by: Self, Date of Execution: 20/05/2022 , Admitted by: Self, Date of Admission: 20/05/2022 ,Place : Office</p>	Name	Photo	Finger Print	Signature	<b>Shri SOUMYENDRA MOHAN MOITRA</b> Son of Late Kshitindra Mohan Moitra Executed by: Self, Date of Execution: 20/05/2022 , Admitted by: Self, Date of Admission: 20/05/2022 ,Place : Office				20/05/2022		LTI 20/05/2022	20/05/2022
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20/05/2022		LTI 20/05/2022	20/05/2022										

**Developer Details :**

Sl. No.	Name, Address, Photo, Finger print and Signature
1	<b>MAJUMDER CONSTRUCTION</b> 79, State Bank Park, City:- , P.O:- Thakurpukur, P.S:-Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN:- 700063 , PAN No.:: ADxxxxxx9Q, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



**Representative Details :**

No.	Name	Photo	Finger Print	Signature
1	<b>Shri SANJOY MAJUMDAR (Presentant)</b> Son of Late Prasanta Kumar Majumder Date of Execution - 20/05/2022, , Admitted by: Self, Date of Admission: 20/05/2022, Place of Admission of Execution: Office	 May 20 2022 2:18PM	 L1 20/05/2022	 20/05/2022
79, State Bank Park, City:- , P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx9Q, Aadhaar No: 84xxxxxxxx1778 Status : Representative, Representative of : MAJUMDER CONSTRUCTION (as sole Proprietor)				

**Identifier Details :**

Name	Photo	Finger-Print	Signature
<b>Mr Aloke Biswas</b> Son of Mr Atul Chandra Biswas Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	20/05/2022	20/05/2022	20/05/2022
Identifier Of Shri SOUMYENDRA MOHAN MOITRA, Shri SOUMITRA MOHAN MOITRA, Shri SANJOY MAJUMDAR			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri SOUMYENDRA MOHAN MOITRA	MAJUMDER CONSTRUCTION-3.80646 Dec
2	Shri SOUMITRA MOHAN MOITRA	MAJUMDER CONSTRUCTION-3.80646 Dec

Sl.No	From	To. with area (Name-Area)
1	Shri SOUMYENDRA MOHAN MOITRA	MAJUMDER CONSTRUCTION-700.00000000 Sq Ft
2	Shri SOUMITRA MOHAN MOITRA	MAJUMDER CONSTRUCTION-700.00000000 Sq Ft

On 19-05-2022

**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 42,66,996/-



Anis Kumar Dutta

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

On 20-05-2022

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

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

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

Presented for registration at 13:12 hrs on 20-05-2022, at the Office of the A.D.S.R. BEHALA by Shri SANJOY MAJUMDAR ..

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

Execution is admitted on 20/05/2022 by 1. Shri SOUMYENDRA MOHAN MOITRA, Son of Late Kshitindra Mohan Moitra, 167, Diamond Harbour Road, P.O: Thakurpukur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700063, by caste Hindu, by Profession Retired Person, 2. Shri SOUMITRA MOHAN MOITRA, Son of Late Kshitindra Mohan Moitra, P-106, Majher Para, Purba Barisha, P.O: Thakurpukur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700063, by caste Hindu, by Profession Retired Person

Identified by Mr Aloke Biswas, , Son of Mr Atul Chandra Biswas, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 20-05-2022 by Shri SANJOY MAJUMDAR, sole Proprietor, MAJUMDER CONSTRUCTION (Sole Proprietorship), 79, State Bank Park, City:- , P.O:- Thakurpukur, P.S.-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063

Identified by Mr Aloke Biswas, , Son of Mr Atul Chandra Biswas, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,021/- ( B = Rs 2,000/- , E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/05/2022 11:15AM with Govt. Ref. No: 192022230028789501 on 18-05-2022, Amount Rs: 2,021/-, Bank: Punjab National Bank ( PUNB0010000), Ref. No. 377389520 on 18-05-2022, Head of Account 0030-03-104-001-16



**Statement of Stamp Duty.**

\* Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 1,000/-  
by online = Rs 6,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 29142, Amount: Rs.1,000/-, Date of Purchase: 21/02/2022, Vendor name: S DAS  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 18/05/2022 11:15AM with Govt. Ref. No: 192022230028789501 on 18-05-2022, Amount Rs: 6,021/-, Bank  
Punjab National Bank ( PUNB0010000), Ref. No. 377389520 on 18-05-2022, Head of Account 0030-02-103-003-02



**Asis Kumar Dutta**

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

ate of Registration under section 60 and Rule 69,  
Registered in Book - I  
Volume number 1607-2022, Page from 231306 to 231355  
being No 160707099 for the year 2022.



Digitally signed by ASIS KUMAR DUTTA  
Date: 2022.05.24 14:39:32 +05:30  
Reason: Digital Signing of Deed.

(Asis Kumar Dutta) 2022/05/24 02:39:32 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

(This document is digitally signed.)



(1) SRI SOUMYENDRA MOHAN MOITRA (PAN- ADKPM9192J, & Aadhaar No. 4213 5537 9681) son of Late Kshitindra Mohan Moitra, by faith- Hindu, by Nationality- Indian, by Occupation- Retired Person, residing at 167, Diamond Harbour Road, P.O. & P.S. Thakurpukur, Kolkata- 700063, District: South 24-Parganas, and (2) SRI SOUMITRA MOHAN MOITRA (PAN- AOHPM0339P, & Aadhaar No. 8418 8616 2131) son of Late Kshitindra Mohan Moitra, by faith- Hindu, by Nationality- Indian, by Occupation- Retired Person, residing at P-106, Majher Para, Purba Barisha, P.O. Thakurpukur, P.S. Thakurpukur now Haridevpur, Kolkata- 700063, District: South 24-Parganas, hereinafter called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART** :

**A N D**

M/S. MAJUMDER CONSTRUCTION, a sole Proprietorship Firm, having its office at 79, State Bank Park, P.O. & P.S. Thakurpukur, Kolkata- 700063, District- South 24-Parganas, represented by its sole proprietor SRI SANJOY MAJUMDAR (PAN- ADTPM8539Q, & Aadhaar No. 840652251778) son of Late Prasanta Kumar Majumder, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 79, State Bank Park, P.O. & P.S. Thakurpukur, Kolkata- 700063, District: South 24-Parganas, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and/or assigns) of the **OTHER PART**:

**WHEREAS** by virtue of an Indenture of Sale (Bengali recited Saf-Bikray Kobala) dated 16/03/1963 duly registered in the office of the Joint Sub-Registrar of Alipore at Behala, recorded in its Book No. I, Volume No. 22, Pages 231 to 238, Being No. 1381, for the year 1963, one SMT. JUMANA BARMAN wife of Sri Jogesh Chandra Barman, therein mentioned as the Vendor, sold, transferred and conveyed the aforesaid **ALL THAT** piece and parcel of land measuring **4(four) Cottahs 9(nine) Chittaks 37(thirty seven) Sq. ft.**, be the same a little more or less, being the Plot No. 7, out of land measuring 36 Decimals lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Collectorate Touzi No. 1-6, 8-10, 12-16, comprised in R.S. Dag No. 1758, appertaining to R.S. Khatian No. 818, within P.S. Behala, thereafter Thakurpukur, now Haridevpur, in the District of 24-Parganas now South 24-Parganas, formerly within the ambit of the South Suburban Municipality, being portion of Municipal Holding No. P-144, Majhi Para Road, at present within the limits of the Kolkata Municipal Corporation, Ward No. 124, together with all user and easement rights on the common paths and passages and all other rights, benefits, privileges and facilities etc. attached therein and thereto unto and in favour of SRI KSHITINDRA MOHAN MOITRA son of Late Sourindra Mohan Moitra, therein mentioned as the Purchaser, and delivered possession thereof, and in the said Indenture of Sale one SRI JOGESH CHANDRA BARMAN son of Late Adi Nath Barman was cited as Confirming Party to confirm the said sale.

**AND WHEREAS** after the said purchase, the aforesaid SRI KSHITINDRA MOHAN MOITRA thus became the sole and absolute rightful owner, seized and possessed of and otherwise well and sufficiently entitled to the said plot of land



measuring **4(four) Cottahs 9(nine) Chittaks 37(thirty seven) Sq. ft.**, more or less, and he got the said plot of land mutated and/or recorded in the Assessment Records of the Kolkata Municipal Corporation and the same became known and numbered as **K.M.C. Premises No. 106, Majhi Para Road, P.S. Thakurpukur, now Haridevpur, also known by its mailing address P-106, Majhi Para Road, Kolkata- 700063, vide Assessee No. 41-124-07-0105-8, under K.M.C. Ward No. 124, in the District of 24-Parganas (South), and he had been enjoying the same peacefully and uninterruptedly by erecting pacca Two storied Building thereon and also by paying Rates and Taxes to the K.M.C. and all other appropriate authority or authorities concerned and the same is free from all encumbrances, liens, lispensens, charges, and attachments whatsoever.**

**AND WHEREAS** while thus the aforesaid SRI KSHITINDRA MOHAN MOITRA was possessing, occupying enjoying the aforesaid property, he died intestate on 08/01/1992 leaving behind surviving his wife SMT. PURNIMA MOITRA, and two sons namely SRI SOUMYENDRA MOHAN MOITRA and SRI SOUMITRA MOHAN MOITRA as his only legal heirs and successors, who by virtue of inheritance became the joint Owners of the aforesaid Bastu land together with Two storied Building standing thereon, as left by said SRI KSHITINDRA MOHAN MOITRA, since deceased, each having undivided 1/3<sup>rd</sup> share thereto, as per provision of the Hindu succession Act. 1956.

**AND WHEREAS** thereafter the aforesaid SMT. PURNIMA MOITRA died intestate on 11.05.2018 leaving behind surviving her said two sons namely SRI SOUMYENDRA MOHAN MOITRA and SRI SOUMITRA MOHAN MOITRA as her only legal heirs and successors, who by virtue of inheritance became the absolute rightful joint owners of the undivided 1/3<sup>rd</sup> share of the aforesaid property, as left by said PURNIMA MOITRA, since deceased, as per provision of the Hindu succession Act. 1956.

**AND WHEREAS** in the manner as aforesaid, the aforesaid SRI SOUMYENDRA MOHAN MOITRA and SRI SOUMITRA MOHAN MOITRA (the Owners herein) thus have become the absolute rightful joint owners, occupiers, seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of Bastu land, measuring **4(four) Cottahs 9(nine) Chittaks 37(thirty seven) Sq. ft.**, be the same a little more or less, together with structures standing thereon, lying and situated at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Collectorate Touzi No. 1-6, 8-10, 12-16, comprised in R.S. Dag No. 1758, appertaining to R.S. Khatian No. 818, being **K.M.C. Premises No. 106, Majhi Para Road**, P.S. Thakurpukur, now Haridevpur, also known by its mailing address P-106, Majhi Para Road, Kolkata- 700063, within the limits of the Kolkata Municipal Corporation, Ward No. 124, in the District of 24-Parganas (South), as more fully and particularly described in the **SCHEDULE "A"** hereunder written, and they have been enjoying the said property peacefully and uninterruptedly by paying rates and taxes to the appropriate authority concerned and the said property free from all encumbrances, liens, lispendens, charges, attachments, claims or demand whatsoever from any corner.

**AND WHEREAS** the aforesaid SRI SOUMYENDRA MOHAN MOITRA and SRI SOUMITRA MOHAN MOITRA (the **Owners** herein) now have decided to construct a New multi Building at the said premises with modern amenities and facilities but due to lack of finance, man-power, and technical knowledge, the Owners are in search for a suitable solvent Developer to implement their aforesaid desire and intention and to that effect the Owners approached the developer **M/S. MAJUMDER CONSTRUCTION**, a sole Proprietorship Firm, having its office at 79, State Bank Park, P.O. & P.S. Thakurpukur, Kolkata-



700063, District- South 24-Parganas, to develop their aforesaid premises for construction of a Multi-storied Building thereon as per sanction plan of the K.M.C. to be sanctioned in the names of the Owners at the costs and expenses of the Developer and after several discussion between the parties herein, the Owners and the Developer have agreed to enter into this Development Agreement to avoid any future litigation, misunderstanding and dispute in between them and also amongst their respective legal heirs, and successors and legal representatives.

**AND WHEREAS** the owners have declared and represented as under:-

1. The property of the Owners is absolutely free from all encumbrances, mortgages, attachments, lien and lispendences whatsoever and howsoever.
2. That the said property does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
3. That the Owners are not defaulter in payment of tax or any other statutory liability leading to first charge or to attachment and/or sale of the said property under Public Demands Recovery Act.
4. That the Owners have not heretofore entered into any Agreement for Sale of the said property or any portion thereof nor have they bounds themselves by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property or any portion thereof.
5. That they have absolute right and indivisible title and absolute power and authority to deal their said property and every part thereof in any manner they may prefer.

**AND WHEREAS** the structure, which stands on the said property is in a dilapidated condition not fit for habitation and not proper for reasonable safe and suitable accommodation of the present Owners and the members of their family.

**AND WHEREAS** the Owners are desirous to have their said property developed for better utilization of the space available therein.

**AND WHEREAS** the Owners are not in a position to develop the said property on their own having lack of knowledge in the matter of construction of Building.

**AND WHEREAS** the Owners were in search of a Developer who has sufficient funds and due experience and having necessary infrastructure and interest to promote and develop the said property by constructing a proposed Building/s by investing necessary funds required for the purpose of construction and other incidentals thereof.

**AND WHEREAS** the Developer approached the Owners with the proposal that it would be able to construct a proposed Building/s upon the said property consisting of several Flat/s, Car Parking Space/s and other space/s as per Building Rules & Regulations of the Kolkata Municipal Corporation after obtaining necessary Plan sanctioned from the Kolkata Municipal Corporation with its own funds and resources.

**AND WHEREAS** to avoid ambiguity and future disputes as to the meaning of repeated use of some words, phrases and/or expression in these presents, the Parties hereto have agreed to define the said words, phrases and/or expressions as follows :-

**ARTICLE - "I"**

(Definitions)

1. **OWNERS** :-



shall mean and include (1) SRI SOUMYENDRA MOHAN MOITRA son of Late Kshitindra Mohan Moitra, by faith- Hindu, by Nationality- Indian, by Occupation Retired Person, residing at 167, Diamond Harbour Road, P.O. 86 P. S.Thakurpukur, Kolkata- 700063, District: South 24-Parganas, and (2) SRI SOUMITRA MOHAN MOITRA son of Late Kshitindra Mohan Moitra, by faith- Hindu, by Nationality- Indian, by Occupation- Retired Person, residing at P-106, Majher Para, Purba Barisha, P.O. Thakurpukur, P.S. Thakurpukur now Haridevpur, Kolkata- 700063, District: South 24-Parganas, and their heirs, executors, successors, legal representatives and/or assigns.

2. **DEVELOPER :-**

Shall mean **M/S. MAJUMDER CONSTRUCTION**, a Proprietorship Firm, having its Registered Office at 79, State Bank Park, Post Office & Police Station - Thakurpukur, Kolkata : 700063, having represented by its Proprietor SRI SANJOY MAJUMDAR son of Late Prasanta Kumar Majumder of 79, State Bank Park, Post Office & Police Station : Thakurpukur, Kolkata : 700063 and its successors-in-office and assigns.

3. **THE SAID PROPETY:-**

Shall mean **ALL THAT** piece and parcel of Bastu land, measuring 4(four) Cottahs 9(nine) Chittaks 37(thirty seven) Sq. ft., be the same a little more or less together with Two storied Pacca Building measuring 1400 Sq. ft. Covered area (i.e. 700 Sq. ft. in the Ground floor + 700 Sq. ft. in the First floor) more or less, standing thereon, lying and situate at Mouza-Purba Barisha, J.L. No. 23, R.S. No. 43, Collectorate Touzi No. 1-6, 8-10, 12-16, comprised in R.S. Dag No. 1758, appertaining to R.S. Khatian No. 818, wihin P.S. Behala, thereafter Thakurpukur, now Haridevpur, being **K.M.C. Premises No. 106, Majhi Para Road**, P.S. Thakurpukur, now Haridevpur, also known by its mailing address P-106, Majhi Para Road, Kolkata-700063, within the limits of the Kolkata Municipal Corporation, Ward No. 124, in the District of 24-Parganas (South), together with all user and easement rights on path and passages with all other rights,

benefits, privileges, facilities and appurtenances etc. attached therein and thereto.

4. **BUILDING PLAN:**

Shall mean and include all the drawings, specifications for construction, maps or Plan as shall be sanctioned in the names of the Owners by the Kolkata Municipal Corporation and/or other relevant Authority for the purpose of development of the land and construction of multistoried Building/s thereon consisting of several residential Mats and commercial space/s, Car Parking Space/s and other space/s etc. on the said property and/or modification thereof made or caused by the Developer in the names of the Owners duly signed by the Owners or their duly authorized agents or Attorney and approved.

5. **ARCHITECT/L.B.S.:-**

Shall mean a qualified Architect/L.B.S. who will be appointed by the Developer for the purpose or preparation of Plan and for development of the said property or any other Architects as may be appointed from time to time by the Developer and the Developer shall inform the Owners of such appointment.

6. **BUILDING:-**

Shall mean the proposed multistoried Building/s to be constructed on the said property as per sanctioned Plan, drawings and specifications of constructions, more fully described in the **FOURTH SCHEDULE** hereunder written.

7. **OWNERS' ALLOCATION :-**

Shall mean that in this Project the Owners shall get **45% (Forty Five Percent)** built-up area of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, Car Parking Space/s, according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided more fully described in



the **SECOND SCHEDULE** hereunder written. The Owners shall be given the aforesaid allocation in lieu of their said property being allowed for development by the Developer. The aforesaid Owners' Allocation will be allotted/demarcated and/or given from Entire First floor and one Flat on the 3<sup>rd</sup> floor in the said Building accordance with sanction building plan to be sanctioned by the Kolkata Municipal Corporation and also with the execution of this Agreement the Developer has paid a sum of Rs. 2,00,000/- (Rupees Two Lakh) only being the refundable and/or adjustable security deposit money to the Owners and the same will be refunded by Owners to the Developer before taking possession of the Owners' Allocation.

8. **DEVELOPER'S ALLOCATION:-**

Shall mean the rests and remaining portions of **55% (Fifty Five Percent)** built-up area of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in the said property save and except the Owners' allocation. The said rests and remaining areas means several Flat/s, Car Parking Space/s and other space/s and proportionate undivided share in the land and common areas, spaces, amenities and facilities provided therein staircases and the Developer shall have the right to sell, lease out and/or rent out the same in whole or in part together with proportionate undivided share in the of land of the said property, more fully described in the **THIRD SCHEDULE** hereunder written, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and spaces to the intending Flat Buyers and to take advances and total consideration from him without any objection or interruption from the Owner.

9 **SALEABLE AREA :-**

Shall mean the Flat/s Car Parking Space/s and other space/s in the proposed Building/s out of Developer's Allocation as well as Owners' Allocation which are available for independent use and occupation of the Transferees and/or Purchaser/s together with the undivided proportionate share in the land areas of the Building/s and the common areas provisions utilities and facilities attached therein required for such independent user.

10. **COMMON AREAS AND FACILITIES:**

Shall mean unless the context otherwise require, entrance, corridors all ways paths, stair ways, staircase and its landing, lift, driveways, common lavatories, pump rooms, overhead and underground water tank, septic tank, boundary wall, water pump motors and other facilities, which may be used and enjoyed in common by all the occupants or Flat/s, Car Parking Space/s and other space/s of the Building/s as required for the maintenance and/or management of facilities of the Building/s and also the items specified in Section 3(d) of the West Bengal Apartment Ownership Act, 1972.

11. **COMMON EXPENSES:-**

Shall mean unless the context otherwise require all the expenses, ground rents, property maintenance charges dues and outgoings and all other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of the Flats as may be determined Jointly by the Owners and the Developer until an Association is formed by the Transferees and/or Purchasers of the said Flats in the Building/s to be constructed thereon.

12. **SUPER BUILT UP AREA:-**

Shall mean the built up area of a Flat together with its proportionate share in the staircase, lift, landing, passage and like share in all constructed areas and each such Flat shall be entitled to all advantages and right of user in common of all the Flats/spaces shall the common areas, common utilities as may be provided in the proposed Building/s.

13. **TOGETHER:-**

With its grammatical variation shall mean the transfer by way of sale of the Flats Car Parking Spaces and spaces excepting the Owners' allocation to be transferred by the Developer for consideration to the intending Transferees and/or Purchasers of Flats and Spaces in the Building/s to be constructed thereon,



14. **TRANSFeree(S)/PURCHASER(S) :-**

Shall mean the person, Firm, Limited Company, Association of persons or any other Legal Body to whom any flat, commercial spaces and Car Parking Space in the proposed Building/s to be constructed thereon will be transferred.

15. A. Words imparting singular shall include plural and vice versa.

B. Words imparting masculine gender shall include feminine and neuter gender and similarly words imparting neuter gender shall include masculine and feminine genders.

**ARTICLE : "II"**

1. The Owners hereby declare that they have good and absolute right, title and interest in the said property as mentioned in the **FIRST SCHEDULE** hereunder written without any claim of any right, title or interest of any person/s adversely against them. The Developer is free and at liberty to make such investigations with regard to the title of the Owner and have satisfied itself with the right, title and interest of the Owner.
2. The Owners hereby undertake and assures that the Developer will be entitled to construct and complete the entire proposed Building/s after demolition of the whole existing structure with all responsibilities and benefits as agreed by and between the parties and the Developer will be further entitled to transfer by way of sale, lease, let out and rent without having any liability of the Owners out of the Developer's allocation in one lot or in several lots with proportionate undivided share in the land of the said property without any interference of or from the Owners or any other person/s claiming through under or in trust for the Owners. The sale proceeds of the salvage of the existing structure shall be credited to the Developer and the Owners shall have no claim to the said sale proceeds.

**ARTICLE : "III"**

**(EXPLORATION AND DEVELOPMENT RIGHTS)**

The Owners hereby grant exclusive right to the Developer to build up and accept the said property for the construction of the proposed Building/s and the Developer shall be entitle to enter into Contract or Agreement with any person/s, Company/ies or Concern/s at his own risk and responsibility without encumbering the said property of the Owners in any manner whatsoever.

**ARTICLE : "IV"**

**(POWER OF ATTORNEY)**

The Owners shall grant to the Developer or its Proprietor such irrevocable registered General Power of Attorney in favour of the Developer or its Proprietor as may be required for the purpose of obtaining sanctioned Building Plan and all necessary permissions and approvals from the relevant Authorities in connection with construction of the proposed Building/s and electricity and water supply connections and for the purpose of to execute Deed of Conveyance for sale, transfer of the Flats, commercial space/s, Car Parking Spaces and other spaces of the proposed Building/s including undivided proportionate share of land except the Owners' allocation of the proposed Building/s to any intending Purchaser/s on settled terms for sale at any price and be taking earnest money or full payment of consideration.

**ARTICLE : "V"**  
**(PROCEDURE)**

1. The Owners have appointed the Developer as the Developer of the said property including the Owners' portion and the Developer has accepted such appointment on the terms and conditions hereunder contained.
2. The development of the said property shall be in the following-manner :-
  - A. Simultaneously with the execution hereof, the Owners shall hand over to the Developer original of all Deeds, Corporation papers and other title related



papers and documents relating to the said property. If any such document is not available to them that supposed to be available to them, then the Developer shall make such arrangement to avail the same at the cost and expenses of the Owners. It is clarified that the Developer shall from time to time allow inspection of the original documents kept with him or any of his representatives or to any person or persons and Authority or Authorities as may be requested by the Owners till the completion of the whole project. Upon completion of the whole project and the formation of any Association and/or Committee for the maintenance and management of the proposed Building/s, the Developer and/or any other holders or custodians of all or any of the original documents shall hand over the original documents to the Association and/or Committee for his custody.

**B.** The Developer as Attorney of the Owners at his own costs and expenses and for and on behalf of the Owners shall cause the Plans of the proposed Building/s to be prepared and deposit the same before sanctioning Authority/ies for the approval and/or sanction of the same and get the Plans approved and/or sanctioned along with other permissions, clearances or approvals for the said development.

**C.** The Owners shall not be entitled to raise any kind of dispute regarding the construction of the project and/or other related matter of the project. It is to be mentioned here that the Developer shall register this project under the provision of the Act with the R.E.R.A. Govt. of India. And after completion of construction works of the said project, the Developer shall obtain the Completion Certificate from the K.M.C. authority and it is further clarified that after getting Completion Certificate the Developer shall serve notice to the Owners to take possession of owners' Allocation of the newly constructed Building.

**D.** That after due service of notice by the Developer to the Owners, the Owners fail/s, neglect/s, refuse/s and/or delay/s to take delivery of the possession of his/their allocation in the proposed Building/s in the said property within the notice period then it would be construed that the Owners have taken possession of their allotment in the proposed Building/s on the expiry of term of the said notice.

E. All applications, Plan/s, papers and documents required to be deposited or submitted by the Developer for the approval and/or sanction of the Plan/s and/or for the development of the project shall be prepared by the Developer at his own costs and expenses and submit or deposit the same in the names of the Owners. The Developer shall also bear all costs and expenses and make deposits for the sanction, of the Plan/s for the construction in the proposed Building/s to be constructed at the said property.

F. At any time after the execution of this Agreement, the Developer shall have the right and shall be entitled to enter into the said property and to do all preparatory works, as may be necessary for the project.

G. Subject to Force Majeure and incidences beyond the control of the Developer, the Developer shall within a period of **18 (Eighteen) months** from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said property from the Owners, whichever will be the later, shall complete the construction of the proposed Building/s in the said project at own costs and expenses of the Developer and deliver vacant and peaceful possession of the Flats/spaces comprised in the Owners' allocation to the Owners in habitable condition. As per the particulars mentioned in the **SECOND SCHEDULE** hereunder written. The Owners may extend time for a further period as the same may be reasonably required.

H. The Developer shall construct the proposed Building/s in the manner as may be permissible under the Building/s Regulations and Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

I. The Developer shall at its own cost arrange alternative accommodation for the Owners herein during the constructional period of the proposed Building till handing over possession of the Owners' allocation to the Owners herein.

**ARTICLE : "VI"**  
**(POSSESSION AND CONSTRUCTION)**



1. It has been agreed by an between the Owners and the Developer to construct, erect and complete the proposed Building/s in the said property and that the Developer shall have the entire responsibility for construction of the proposed Building/s and the Owners shall have no responsibility towards construction of the proposed Building/s.
2. The Developer agreed to commence work after obtaining full vacant possession of the said property or from the date of obtaining of the Building/s sanction Plan by the Developer, whichever will be the latter.
3. The Developer shall upon completion of construction and making the portion habitable deliver the Owners' allocation prior to delivering possession to any of his Purchaser/s of any space/s out of his allocation.
4. From the date of delivery of possession of the Owners' allocation and till separate assessment, by the Kolkata Municipal Corporation, the Parties hereto shall contribute proportionately the taxes and other Statutory outgoings of the said property.
5. The Developer agrees to complete the construction of the proposed Building/s and properly finish the same within a period of **18 (Eighteen) months** from the date of sanction of the Building/s Plan or from the date of obtainment peaceful and vacant possession of the said property from the Owners, whichever will be the later.

#### ARTICLE - "VII"

##### (COMMON FACILITIES)

1. As soon as the proposed Building/s in the said property shall be completed and made fully habitable for residential, partly commercial purpose, upon obtaining necessary certificate for occupation from the Architect/L.B.S. as provided under the Kolkata Municipal Act and the Rules and Regulations there under made, the Developer shall give written notice to the Owners requiring them to take possession of the Owners'

allocation in the Building/s and thereafter the Owners shall take possession of their allocation as herein provided for and if no actionable deviation made by the Developer in the construction the Owners shall give and grant unto the Developer a certificate in respect of his allocation in full satisfaction.

2. Till all the Flat/s and Space/s within the Developer's allocation are sold away, the Developer in consultation with the Owners shall frame rules for occupation, user and enjoyment of the residential Flats and other spaces in the proposed Building/s and till formation of a Body of the CO-OWNERS of the Building/s including the Owners herein and the Purchaser/s of the Developer's allocation.

**ARTICLE : "VIII"**

**(COMMON RESTRICTION)**

It has been agreed by and between 'the Parties hereto that the Owners' allocation in the Building/s shall be subject to the same restriction on transfer and use as would be applicable to the Developer's allocation in the proposed Building/s intended for the common benefits of all occupiers of the entire completed Building which shall include the following :-

1. The Owners and the Developer or the nominee/s of the Developer during the subsistence of this Agreement shall not use or permit to use their respective portions in the Building/s or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part, thereof.
2. No party shall demolish or permit to demolish any wall or other structure to their respective portions or any part thereof or make any structural alteration therein without the consent of all other Co-Owners and without obtaining necessary permission from the concerned Statutory Authorities.



3. Both the Parties shall abide by all laws, bye-laws, rules and regulations of the Government and/or Local Bodies and shall be responsible for any violation and/or breach of any of the laws, bye-laws, rules and regulations in their respective allocations.
4. The respective Allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the proposed Building/s in good and reparable condition and particular so as not to cause any damage to the Building/s or any other space or accommodation therein and shall keep the other indemnified from and against the consequences of any breach thereof.
5. No Party or persons/s claiming through any of the Parties herein shall keep or store anything in any of the common areas nor shall otherwise cause any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-Owners for the purpose he is meant.
6. No Party shall throw or accumulate any filth, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building/s or in the compound, corridors or any other portion of the common areas of the Building/s and the said property.
7. In the event of any transfer being made by the Parties of their respective allocations, the above conditions shall be made applicable to and binding upon the Transferee/s.

**ARTICLE - "IX"**  
(SETTLEMENT OF DISPUTES)

Any dispute between the Parties arising in the course or execution of the project herein shall be settled amicably, failure of which either of the Parties may prefer approaching the Court of Law for necessary redressal.

**ARTICLE : "X"**  
(COMMON RIGHTS AND OBLIGATIONS OF OWNER AND DEVELOPER)

The terms and conditions which have been agreed to by and between the Parties relating to such development verbally are reduced into writing hereunder.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO** as follows :-

1. The Owners agreed to appoint and do hereby appoint the parts of the other Flat Owners, as the Developer in respect of the said property more fully described in the **FIRST SCHEDULE** hereunder written and the Owners hereby grant/license to the Developer for development of the land for the purpose of construction and the construct the proposed Building/s thereon and the Developer doth hereby accepts such appointment to act as Developer. The said appointment is irrevocable save and except the Developer must not commit any fault in carrying out the development work in the said property as per the Building/s Plan and the Developer shall not cause any breach of the terms stated herein.
2. Subject to the sanction of the Building/s Plan, the Developer shall develop and promote the said property by way of construction of multistoried Building/s. The Developer shall at his own costs construct, erect and complete the Building/s with good and standard sound quality materials as may be specified by the Architects/L.B.S. from time to time. The details of the Specification of construction and the materials to be used for such purpose are mentioned and described in the **FOURTH SCHEDULE** hereunder written.
3. The Developer shall provide in the proposed Building/s as its own cost pump, water storage tank with overhead reservoirs, electric connection, lift and other facilities as are required to be provided in residential and/or multistoried Building/s having self contained Apartments or Flat/s, Car Parking Space/s and other space/s.



4. All costs charges and expenses for construction including Architects/ L.B.S. fees shall be discharged by the Developer and the Owners shall bear no responsibility in this context.
5. Simultaneously with the execution of the Agreement, the Developer shall be entitled to negotiate with the any other person, if there be any to obtain their respective "No OBJECTION" in respect of the proposed construction/development of the said property agreeing to provide space to him as per law.
6. All costs and expenses pertaining to the sanction of the Building/s Plan including the payment of requisite fees and other incidental expenses payable to such sanctioning Authority shall borne by the Developer.
7. To enable the Developer to carry out its obligations, rights authorities and entitlements under this Agreement, the Owners shall simultaneously grant and execute in favour of the Developer Company, represented by **SRI SANJOY MAJUMDER** by a registered DEVELOPMENT POWER OF ATTORNEY, which will be irrevocable by the Owners save and except on commission of a default by the Developer in complying with the terms and conditions of this Agreement.
8. All the legal heirs of the Owners above named shall also abide by and confirm such Power of Attorney in favour of the Developer.
9. The Developer shall construct the said property strictly in accordance with the Building Plan and the rules regulation and bye-laws of the Kolkata Municipal Corporation Act, for the time being in force. If necessary, modification and deviation of Plan shall be approved by the Authority concerned with the consent of Owners.
10. The Developer is hereby empowered by the Owners to apply and obtain on their behalf and in their names the quotas for steel, cement bricks etc, as may be allocated by the respective Authorities for the purpose of

development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owners will not be liable for the same.

11. The Owners hereby agree and undertake to deliver the vacant possession of the said property to the Developer for the purpose of development and construction of proposed Building/s on execution of this Agreement without any objection or hindrances.
12. The Owners shall if required, at the cost of the Developer shall amalgamate the said property with other adjacent property/ies, if there be any, enabling the developer to construct a residential complex in and around the locality but in every cases the Owners shall get the 45% of the total F.A.R. in respect of the said property from the proposed constructional works.
13. The Developer has agreed to deliver possession of the Owners' allocation in the proposed Building/s within the stipulated period of **18 (Eighteen) months** from the date of sanction of the Building/s Plan or from the date of obtaining peaceful and vacant possession of the said property from the Owners, whichever will be the later.
14. Immediately on completion of the Owners' allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owners requiring the Owners to take possession of the Owners' allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/ L.B.S. being produced to that effect and then



development of the said property at the cost of the Developer and further shall be entitled to obtain temporary or permanent connection of electric service line, water supply line and drainage and to obtain other essential services, utilities, required for the Development of the said property and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Developer and the Owners will not be liable for the same.

11. The Owners hereby agree and undertake to deliver the vacant possession of the said property to the Developer for the purpose of development and construction of proposed Building/s on execution of this Agreement without any objection or hindrances.
12. The Owners shall if required, at the cost of the Developer shall amalgamate the said property with other adjacent property/ies, if there be any, enabling the developer to construct a residential complex in and around the locality but in every cases the Owners shall get the 45% of the total F.A.R. in respect of the said property from the proposed constructional works.
13. The Developer has agreed to deliver possession of the Owners' allocation in the proposed Building/s within the stipulated period of **18 (Eighteen) months** from the date of sanction of the Building/s Plan or from the date of obtaining peaceful and vacant possession of the said property from the Owners, whichever will be the later.
14. Immediately on completion of the Owners' allocation in all respect along with completion of all common spaces providing all common facilities in the Building/s in the said property, the Developer shall give notice in writing to the Owners requiring the Owners to take possession of the Owners' allocation in the Building/s and there being no dispute regarding the completion of the Building/s in terms of this Agreement and according to the Specification and the Building/s Plan thereof and certificate of the Architect/ L.B.S. being produced to that effect and then

after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owners shall exclusively be liable for payment of all property taxes, rates, dues and other public outgoings and impositions whatsoever payable in respect of the said Owners' allocation and the said rates and taxes are to be calculated on pro-rata basis with reference to the saleable area in the Building/s, if they are levied on the Building/s as a whole.

15. On completion of the construction of the entire Building/s, the Owners and the Developer shall punctually and regularly pay for their respective allocation, the said rate and taxes to the concerned Authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the Parties shall keep each other indemnified against all claims, actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by them as the case may be consequent upon a default by the Owners or the Developer in this behalf.
16. As and from the date of satisfactory handing over the Owners' allocation as mentioned above in all respects and duly acknowledged by the Owners in writing and/or after 30 (Thirty) days from the date of service of notice by the Developer to the Owners for accepting the possession of their allocation, the Owners shall be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the Building/s with respect of the Owners' allocation and said charges may include proportionate share on premium for the insurance of the Building/s viz. fire and equipments etc. including replacement repair and maintenance charges and expenses of all common wiring, pipes, electrical and mechanical equipments, transformers, pumps, motors whatsoever as may be mutually agreed upon from time to time.
17. Any transfer of any part of the Owners' Allocation in the Building/s shall be subject to the other provisions hereof and the Transferee/s shall



thereafter be responsible in respect of the space transferred to pay the said rates and service charges proportionately for the said common facilities.

18. The Developer shall arrange rented accommodation for the Owners as "sifting" during construction works of the proposed Building. The rent of the said accommodation will be borne by the Developer till possession of the flats, garage spaces in favour of the Owners' Allocation.
19. The Owners shall have the sole right to sale and utilized the 45% (forty five percent) Built up area i.e. flats, garage spaces etc. out of their Owners' Allocation in the said proposed Building as agreed and mentioned in the "SECOND SCHEDULE" hereunder written of the instant Agreement and enjoy the income thereof. Similarly the Developer shall have the sole right to sale and utilized the remaining 55% constructed areas i.e. flats, Garage spaces etc. out of the Developer's Allocation as mentioned "THIRD SCHEDULE" hereunder written.
20. The Developer will collect relevant papers viz. Deeds, Khatians, Tax Receipts, Electrical Bills etc. from the Owners with proper receipts as and when required for the sake of the construction proposed Building with an undertaking to return-back the same to the Owners.
21. No formal Deed of Transfer in respect of the Owners' allocation shall be required. But the Owner shall at the request of the Developer sign and execute all such further necessary Deeds, papers, documents and writings for completion of construction and/or sale of the said Developer's allocation or any portion thereof provided that the Developer as the constituted Attorney of the Owners shall also be entitled to sign and execute such deeds, papers writings and documents as may be required from time to time therefore.
22. If the said development work and/or the construction work is suspended due to Force Majeure like natural calamity, earth quake, strike, riot or

civil commotion or promulgation of any law etc. which be beyond the control of the Developer, then in such event the stipulated time as aforesaid shall be extended for such period as may be mutually agreed between the Parties. But the market condition and Developer's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Developer.

23. The Developer will also keep the Owners saved, harmless and indemnified against all claims losses expenses and proceedings as may be occasioned by the reasons mentioned hereunder.

A. The Developer shall pay for violation of rules and regulations prescribed under the Kolkata Municipal Corporation Act and/or infringement of such act or deviation from the sanctioned Building Plan causing payment of fines or penalty imposed by the said Authority for such violation of the Building/s Plan.

B. All claims and demands of the suppliers of Building materials etc, of the said property or all claims arising due to any accident suffered by employees/workmen engaged by the Developer to carry out development work in the said property shall be borne by the Developer. The Developer shall solely be liable for compensation for such accident/s, if any, in terms of the Workmen's Compensation Act.

C. All claims and demands of the Owners and Occupiers of the adjoining properties due to damage or loss suffered by him in course of hazards in construction work of the said property shall be borne by the Developer.

24. Both Owners and the Developer shall not use or permit to use their respective allocations in the Building/s or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance hazard to the other occupiers of the proposed Building/s.



25. Neither Party shall demolish or permit to demolish any wall or other structure in their respective allocations or any portion thereof or make structural alteration thereon without the previous consent of the Owners/Developer or the Association when formed, but such consent shall not be withheld unreasonably.
26. The respective Allottees shall keep the interiors and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the proposed Building/s in good working condition and repair and in particular so as not to cause any damage to the Building/s or any other of his space or accommodation therein.
27. No goods or other items shall be kept by the Owners or the Developer or the Transferees for display or use or otherwise in the corridor or other places of common use in the proposed Building/s and in case any obstacle is caused in a manner thereto the person doing so shall be responsible to remove the same at the risk and cost of the other. Neither of the Parties shall be entitled to put up any advertisement and/or display hoarding on the exterior walls of the proposed Building/s.
28. The Owners shall permit the Developer and its servants and agents without workmen and others at the reasonable time and by prior notice to enter into and upon the Owners allocation and every part thereof for the purpose of maintenance or repairing any part of the proposed Building/s and/or for the purpose of repairing maintaining, rebuilding, cleaning, lighting and of common facilities and/or for the purpose of maintaining, repairing and testing drains, water pipes and electric wires and for other similar purposes.
29. The Owners hereby agree and covenant with the Developer that they will mutate their own names at their own costs and expenses with the Kolkata Municipal Corporation Authority after the Owners obtain permission of

their allocation in a habitable condition and the Developer shall cooperate with the Owners in this respect.

30. The Developer's allocation in the proposed Building/s in the said property is meant for sale as Ownership Flats. As such the Owners' and the necessary Parties shall sign and execute all Deeds of Conveyances, documents and writings relating to such sale and transfer to the intending Purchaser/s of the said Flats at a price determined by the Developer and the Owners shall have not nor can have without any demand or claim thereon of any nature whatsoever.
31. The Developer is at liberty to advertise for sale of the said Ownership Flats during the Development/construction out of Developer's allocation of the Building/s on the said property and receive advance or consideration from the intending Purchaser/s on Agreement against sale of such Flats and proportionate land value and shall be entitled to take appropriate the entire amount of sale proceeds from such Purchaser/s in respect of Developer's allocated share in the proposed Building/s.
32. The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing, if any, of the Developer's allocation in the Building/s in the said property.
33. The Owners shall not let-out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.
34. The Owners hereby agree and covenant with the Developer to transfer the undivided proportionate share allocable and attributable to the Developer's allocation in favour of the Developer or its nominee/s in such part/s as the Developer shall required and for the aforesaid purpose shall obtain all necessary approvals, consents and permission.



35. The Parties hereto shall do all acts, deeds and things and sign execute register and deliver all documents and deeds as may be required by the other to enable the Parties to own use, occupy and enjoy the respective areas and the Parties hereto shall full and absolute right to deal with or transfer their respective areas in the manner as he respectively think fit and proper.
36. The Developer shall have no right title and interest whatsoever in the Owners' allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Owners' and similarly the Owners shall have no claim in respect of the Developer's allocation as herein provided.
37. The Developer shall have no right to claim for payment reimbursement of any cost, expenses or charges incurred towards construction of the Owners' allocation and of the undivided proportionate share in the common areas/spaces, common facilities and amenities of the proposed Building/s. Hence the Owners shall never be liable to pay and/or refund such cost or expenses to the Developer.
38. The Developer shall in completion of the proposed Building/s, put the Owners in undisputed possession of the Owners' allocation together with all rights in common areas/spaces common utility portion of the proposed Building/s and the open space thereof.
39. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners would be prevented from enjoying, selling, assigning, and/or disposing of any portion of the Owners' allocation in the said proposed Building/s in the said property.
40. The Developer shall be entitled to negotiate with prospective Buyers and/or Purchaser/s for sale of Flats and other areas of the Building/s belonging to the Developer's allocation and also enter into Agreement for

Sale with the intending Purchaser/s and to receive earnest money thereof receive the full consideration amount towards sale of Developer's allocation and appropriate the same and the Owners hereby confirm that the Owners shall have no claim or demand over the said consideration or amounts in future under any circumstances whatsoever and howsoever.

41. The Owners confirm and undertake that if so required by the Developer, the Owners shall join as Confirming Party to all Agreements and other documents of transfer that may be entered into by the Developer for sale and/or otherwise transfer of the Flats in the proposed Building/s of the Developer's allocation without raising any objection and claiming any additional consideration money.
42. It is understood that from time to time to facilitate, the construction of the proposed Building/s by the Developer various Deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the Authority of the Owners and various application and other documents may be required to be signed or made by the Owners relating to the specific provisions may be reasonably required to be done in the manner and the Owners shall execute any such authorization as may be required by the Developer for the said purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe the rights of the Owners and/or go against the spirit of this Agreement.
43. In case, any Party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this Agreement, then and in such event the other Party shall without prejudice his/their rights stated herein be entitled to and/or start legal proceeding both criminal and civil against the defaulting Party and for Specific Performance of Contract together with right to claim damages and for other relief.



44. The Owners shall interest with the works of the Developer at any stage during construction in any way subject to the developer shall perform each and every obligations as depicted in this Agreement and shall not construct anything beyond the sanction Building Plan.
45. The land Owners shall execute Agreement/s for Sale and Deed/s of Conveyance in favour of the intending Purchaser/s if necessary when required by intending Purchaser/s in respect of Flat/s, Car Parking Space/s, Space/s including proportionate undivided share in land of Developer's allocation in the proposed Building/s in the said property before the Registration Office/s.
46. Alipore Judges' Court as the case-may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE SAID PROPERTY)**

**ALL THAT** piece and parcel of Bastu land measuring **4(four) Cottahs 9(nine) Chittaks 37(thirty seven) Sq. ft.**, be the same or a little more or less, together with Two storied Pacca Building measuring 1400 Sq. ft. Covered area [i.e. 700 Sq. ft. in the Ground floor + 700 Sq. ft. in the First floor] more or less, standing thereon, lying and situate at Mouza- Purba Barisha, J.L. No. 23, R.S. No. 43, Collectorate Touzi No. 1-6, 8-10, 12-16, comprised in R.S. Dag No, 1758, appertaining to R.S. Khatian No. 818, within P.S. Behala, thereafter Thakurpukur, now Haridevpur, being **K.M.C. Premises No. 106, Majhi Para Road**, P.S. Thakurpukur, now Haridevpur, also known by its mailing address P-106, Majhi Para Road, Kolkata-700063, within the limits of the Kolkata Municipal Corporation, Ward No. 124, in the District of 24-Parganas (South),

together with all user and easement rights on path and passages and all other rights, benefits, privileges, facilities and appurtenances etc. attached therein and thereto and to take drainage and sewerage connections, electric line, Cable line, telephone line, water pipe lines etc. over, through or underneath the said common passages and/or road, which is butted and bounded as follows :-

**ON THE NORTH** : Land & Tank of Mr. B. Nag.

**ON THE SOUTH** : Land of Plot No. 8.

**ON THE EAST** : 18' ft. wide K.M.C. Road.

**ON THE WEST** : Land & Building of Mr. B. Nag.

**ROAD ZONE** :- James Long Sarani to Rest.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE OWNERS' ALLOCATION)**

**ALL THAT** in the instant joint venture project the Owners shall get **45% (Forty Five Percent)** built-up area of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in finished, complete and in habitable condition, which consists of several Flat/s, Car Parking Space/s, according to the sanctioned Building Plan together with undivided proportionate share of land including the common areas, spaces, amenities and facilities therein provided and the aforesaid Owners' Allocation will be allotted/demarcated and/or given from Entire First floor and one Flat on the 3<sup>rd</sup> floor in the said Building accordance with sanction building plan to be sanctioned by the Kolkata Municipal Corporation and also with the execution of this Agreement the Developer has paid a sum of Rs. 2,00,000/- (Rupees Two Lakh) only being the refundable



and/or adjustable security deposit money to the Owners and the same will be refunded by Owners to the Developer before taking possession of the Owners' Allocation.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)**

**ALL THAT** rests and remaining **55% (Fifty Five Percent)** built-up area of the total F.A.R. out of 100% of the total F.A.R. of the proposed Building/s in the said property save and except the Owners' allocation, the rests and remaining areas means several Flats, Car Parking Space/s and other space/s and proportionate share including common spaces, places, staircases and the Developer shall have the right to sell, mortgage lease out and/or rent out the same in whole or in part together with proportionate share of land at the said property, with right to enter into Agreement for Sale of Flat/s, Car Parking Space/s and other space/s with right on common areas and places to the intending Buyer/s etc. and to take advances and entire consideration from him/her/them without any objection or interruption from the Owners.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF SPECIFICATION OF THE BUILDING/S)**

**FOUNDATION**

Building designed of R.C.C. foundation.

**STEEL**

Standard quality available in the market with ISI brand.

**CEMENT**

Standard quality available in the market preferably "Big Plant" Cement (Ultratech/Ambuja).

**SAND**

Course sand,

### **STONE CHIPS**

Standard quality available in the market.

### **BRICKS**

1st class available in the market.

### **FLOORING & SKIRTING**

Bed rooms, living-cum-dining room, toilets, kitchen and balcony will be finished with floor tiles or marble made of Standard ISI Brand Company.

### **KITCHEN**

Kitchen will have R.C.C. Cooking platform with 2' height glazed tiles and black stone top of the platform. One steel sink will be provided, one tap on the sink and other under the sink for washing utensils.

### **BATHROOM & TOILETS**

Flooring of the bathroom and toilet shall be marble finished.

### **TOILETS**

7" inches high glaze tiles with 6" inches Scatting round. Toilet attached to the Bedroom will have one Indo Western commode (white) or western commode made of ISI Brand Company with cistern, taps, shower. Common toilet will have Indo Western or Western commode (white) with cistern, one Wash basis (white) with chrome finished taps and shower with mixture and arm. Geyser point will be provided in this Toilet. Both the toilet will have good quality C.P.V.C., concealed pipelines. All water taps, beef cock, mixture etc for toilet must be made of Standard ISI Brand Company.

### **DOORS**

P.V.C. door in toilets and good quality phenol bounded commercial flush doors in all inside doors and wooden panel doors in main door.



### **WINDOWS**

Aluminum channel windows with steel grill,

### **ELECTRICAL WORKS**

Electrical points for light, fan, refrigerator, television, geyser and one number of A.C. point at bed room will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch board, with piano type switches and 5 & 15 amp plug point, electrical points will be provided as required.

### **ELECTRICAL METER**

The Developer will arrange Main Line for the electric meter for common services like roof lights, stair case, passages and Flat Owners from their own money.

### **EXTRA WORK**

Request for extra work or change from above mentioned specifications and fixing -of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

### **WATER SUPPLY**

Water will be supplied from the supply of Kolkata Municipal Corporation. Water supply from Kolkata Corporation will be arranged with underground reservoir and cost of water connection from Kolkata Corporation authority for the proposed building will be borne by the Developer on proportionate cost basis.

### **PAINTING**

All internal walls will be finished with Wall Putty, all external painting will be with Weather Coats Paint of ISI Brand Company, all doors and windows will be enamel paints.

### **SANITARY**

All internal pipelines will be of concealed type. Soil lines are to be connected to underground drainage pipes terminating in septic tank.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(DESCRIPTION OF SPECIFICATION OF COMMON AREAS)**

1. **AREAS** :-

- A. Entrance and exits to the said property and the Building/s.
- B. Darwans room, if any.
- C. Boundary walls and main gate of the said property.
- D. Lift and lift machine room.
- E. Staircase, stair head room and lobbies on all the floors.
- F. Entrance lobby, electric/utility room, water pump room, if any and the Office room, to be used by the Association/Committee, if any.
- G. Common installations on the roof and in the Ground Floor and also in each floor.
- H. Right to access on the roof above the top of the floor of the Building/s.
- I. The open land in the said property, foundation columns, beams, supports, common passage and boundary walls of the Building/s.

2. **WATER PLUMBING AND DRAINAGE**

- A. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit) or exclusively for the same.



B. Water supply system of the whole Building.

C. Water pump, underground and overhead water reservoirs together with all common plumbing installations for carriage of water (save only those are within the exclusive area of any-unit and/or exclusively for its use.

3. **ELECTRICAL INSTALLATIONS**

A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit or exclusively for its use).

B. Lighting of common portions.

C. Electrical installations for receiving electricity from suppliers and meters for recording the supply.

D. Electric installation for lift.

E. Machineries and accessories, if any (at extra cost).

4. **OTHERS**

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or around the said property and the Building/s as are necessary for passage to and/or user of the units in common by the Co-owners.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal this the day month and year first above written.

**SIGNED, SEALED AND DELIVERED**

By both the parties at Kolkata

In Presence of :-

**WITNESSES :-**

1. Aloke Biswas  
Advocate  
Alipore Police Court  
Kolkata - 700027

Sourajendra Mahanta  
Sourajendra Mahanta

-----  
**SIGNATURE OF THE OWNERS**

2. SK Rabiyal Haque  
79, State Bank Park  
Thekurpukur, K-63

M/s. MAJUMDER CONSTRUCTION  
Sanjoy Majumder  
Proprietor

-----  
**SIGNATURE OF THE DEVELOPER**

DRAFTED BY:-

Aloke Biswas.

ADVOCATE

Alipore Police Court, Kolkata-700027.  
Enrolment No. WB- 135/2003.



**MEMO. OF RECEIPT**

**RECEIVED** of and from the within named Developer, the within mentioned sum of **Rs. 2,00,000/-** (Rupees Two Lakh) only as and by way of Agreed sum of refundable and/or adjustable security deposit money, as per terms of this Agreement in the manner as per memo. below:-

By Cheque No. 436324 dated 20/05/2022 ..... Rs. 1,00,000/-  
drawn on Punjab National Bank, Thakurpukur Br.  
in favour of Sri Soumyendra Mohan Moitra.

By Cheque No. 436325 dated 20/05/2022 ..... Rs. 1,00,000/-  
drawn on Punjab National Bank, Thakurpukur Br.  
in favour of Sri Soumitra Mohan Moitra.



-----  
Total = Rs. 2,00,000/-  
(Rupees Two Lakh) only.

Soumyendra Mohan Moitra  
Soumitra Mohan Moitra.

-----  
SIGNATURE OF THE OWNERS










In presence of:  
**WITNESSES :-**

1. Alok Prasad  
Advocate  
Alipore police court  
KOL - 27
2. SK Rabiul Haque  
79, State Bank Park  
Thakurpukur, K1-63

		Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
	Left Hand					
	Right Hand					












Name :- Sanjoy Manjundh.

Signature.....*Sanjoy Manjundh*

		Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
	Left Hand					
	Right Hand					

Name :- Soumyendra Mohan Maitya

Signature.....*Soumyendra Mohan Maitya*

		Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
	Left Hand					
	Right Hand					

Name :- Soumitra Mohan Maitya.

Signature.....*Soumitra Mohan Maitya*



**Govt. of West Bengal**  
**Directorate of Registration & Stamp Revenue**  
**GRIPS eChallan**

**GRN Details**

GRN:	197022250028789501	Payment Mode:	Online Payment
GRN Date:	18/05/2022 11:10:18	Bank/Gateway:	Punjab National Bank
BRN:	377389520	BRN Date:	18/05/2022 11:15:24
Payment Status:	Successful	Payment Ref. No:	2001445875/2/2022 <small>(Query No/Query Year)</small>

**Depositor Details**

Depositor's Name:	SANJOY MAJUMDAR
Address:	79 SEAH BANK PARK, D.I. ROAD THAKURPUKUR, KOL-63
Mobile:	9433050645
Depositor Status:	Buyer/Claimants
Query No:	2001445875
Applicant's Name:	Mr. Alok Biswas
Identification No:	2001445875 2/2022
Remarks:	Sale, Development Agreement or Construction agreement.

**Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001445875 2/2022	Property Registration- Stamp duty	0030-02-103-003-02	6021
2	2001445875 2/2022	Property Registration- Registration Fees	0030-03-104-001-16	2021
			<b>Total</b>	<b>8042</b>

IN WORDS: EIGHT THOUSAND FORTY TWO ONLY.



सत्यमेव जयते

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

Verify Part

2  
12.5.22

Query No / Year	2001445875/2022	Office where deed will be registered
Query Date	17/05/2022 2:35:43 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Aloke Biswas Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9748887252, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration: 2], [4311] Receipt [Rs : 2,00,000/-]	
Set Forth value	Market Value	
	Rs. 42,66,996/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 7,021/- (Article:48(g))	Rs. 2,021/- (Article:E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 1,000/-
Remarks		

Land Details :

District: South 24-Parganas, Thana: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Majhi Para Road, Road Zone : (J.L.Sarari -- Rest (Ward 124)) , Premises No: 106 , Ward No: 124, Pin Code : 700063

Sch No	Plot Number	Khatian Number	Land Use/ROR Proposed	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS -)		Bastu	4 Katha 9 Chatak 37 Sq Ft		33,21,996/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					7.6129Dec	0/-	33,21,996/-

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land Lt	1400 Sq-Ft.	0/-	9,45,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 700 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		1400 sq ft	0/-	9,45,000/-	



Query No: 2001445875 of 2022, Printed On : May 17 2022 2:45PM, Generated from wbregistration.gov.in



**Land Lord Details :**

Sl No	Name & address	Status	Execution Admission Details :
1	Shri SOUMYENDRA MOHAN MOITRA Son of Late Kshitindra Mohan Moitra, 167, Diamond Harbour Road, City:- , P.O:- Thakurpukur, P.S:-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700063 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN No. ADxxxxxx2J, Aadhaar No.: 42xxxxxxxx9681, Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
2	Shri SOUMITRA MOHAN MOITRA Son of Late Kshitindra Mohan Moitra, P-106, Majher Para, Purba Barisha, City:- , P.O:- Thakurpukur, P.S:-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700063 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN No. AOxxxxxx9P, Aadhaar No.: 84xxxxxxxx2131, 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	MAJUMDER CONSTRUCTION ( Sole Proprietorship ) 79, State Bank Park, City:- , P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063 PAN No. ADxxxxxx9Q, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative	Organization	Executed by: Representative

**Representative Details :**

Sl No	Name & Address	Representative of
1	Shri SANJOY MAJUMDAR Son of Late Prasanta Kumar Majumder, 79, State Bank Park, City:- , P.O:- Thakurpukur, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ADxxxxxx9Q, Aadhaar No.: 84xxxxxxxx1778	MAJUMDER CONSTRUCTION (as sole Proprietor)

**Identifier Details :**

Name & address
Mr Aloke Biswas Son of Mr Atul Chandra Biswas Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of India, Identifier Of Shri SOUMYENDRA MOHAN MOITRA, Shri SOUMITRA MOHAN MOITRA, Shri SANJOY MAJUMDAR



Query No: 2001445875 of 2022, Printed On : May 19 2022 11:55AM, Generated from wregistration.gov.in