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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बङ्गाल WEST BENGAL

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

Adtl Dist. Sub-Registrar  
Alipore, South 24 Parganas

18 APR 2016

**AGREEMENT FOR DEVELOPMENT**

**THIS AGREEMENT FOR DEVELOPMENT** is made on this

~~12~~ day of March, Two Thousand Sixteen (2016) A.D.

**BETWEEN**

255268

Swapan Kumar Dhar Advocate

NAME.....  
 ADD..... City Civil Court  
 Rs. 5000  
 14 MAR 2016  
**S. CHATTERJEE**  
 Licensed Stamp Vendor  
 C. C. Court  
 2 & 3, K. S. Roy Road, Kol-1

14 MAR 2016

14 MAR 2016



Signature.....  
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*Swapan Kumar Dhar*  
 SWAPAN KUMAR  
 DHAR  
 Advocate  
 City Civil of  
 Calcutta

**SRI SHYAMAL BOSE**, (PAN: AECPB4708A), son of Late Surendra Nath Bose, by religion-Hindu, by occupation-Business, by Nationality - Indian, residing at 15, Selimpur Road, Post office : Dhakuria, Police Station- Lake, Kolakta-700031, District- South 24 Parganas, hereinafter called and referred to as the **OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**AND**

**B. P. BUILDER & DEVELOPER**, a Proprietorship Firm, having its Registered Office at 24, Anjuman Ara Begam Row, Police Station-Jadavpore, Kolkata-700 033, District- South 24 Paraganas, represented by its Sole Proprietor namely **SRI PROSENJIT PAITH**, (PAN: AKYPP3748A), son of Sri Sudhir Kumar Paith, by faith Hindu, by occupation Business, by Nationally : Indian, residing 62/64, Hari Pada Dutta Lane, Post Office: Indrani Park, Police Station- Jadavpur, Kolkata-700 033, District - South 24-Parganas, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or



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context be deemed to mean and include its heirs, executors, administrators, legal representatives, administrators and assigns), of the **SECOND PART**.

**WHEREAS** by virtue of a registered Deed of Conveyance dated 03.03.1952, one Surendra Nath Bose, since deceased, the father of the party of the First Part, herein, purchased the land measuring about 3(three) Cottahs 14(fourteen) Chittacks and 11 (eleven) Square Feet, be the same or a little more or less, lying and situates under Police Station-the then Tollygunge at present Jadavpur, J.L. No. 41, Touzi No. 56 Pargana-Khaspur, Mouza-Chandpur, Khatian Nos. 57 & 58, C.S. Plot No. 944 & 764, at present within the ambit of Kolkata Municipal Corporation in its Ward No. 94, being Kolkata Municipal Corporation Premises No. 62/64, Haripada Dutta Lane, Police Station-Jadavpur, Kolakta-700033, District-Sub Registry Office at Alipore, District-South 24 Parganas from the then Owner namely Union Company Limited with the then proper valuable consideration mentioned therein and enjoying the same after constructed a dwelling house therein after mutated his name with the Assessment Record of the said Municipal Corporation and by



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paying taxes therein, hereinafter referred to as the "**Said Property**".

**AND WHEREAS** while said Surendra Nath Bose, seized and possessed the aforesaid property as an absolute Owner thereof during his lifetime he executed a registered Will in respect of his property stated above and bequeath his property according to his desire stated therein. Subsequently said Surendra Nath Bose died testate on 26.05.1971 and accordingly after his demise the Executor of the said Will Sri Amalendu Basu and others applied before the Learned District Judge, at Alipore for granting the probate of the Will executed by the aforesaid deceased Surendra Nath Bose being Act, 39 Probate Case No. 316 of 1987.

**AND WHEREAS** subsequently the Learned District Delegate Judge at Alipore granted the probate of the said Will on 09.04.1991 and accordingly in accordance with the provision of the said Will, the party of the First Part became the Owner of the property and seized and possessed the same by paying taxes therein.





**AND WHEREAS** while the party of the First Part seized and , possessed the said property, the party of the First Part desire,- and decided to develop his aforesaid property by constructing of a new multistoried building upon the **FIRST SCHEDULE** property described herein below for his better residential accommodation and enjoyment for him and his family members but due to paucity of the fund could not materialised the same as such he is in search of a Developer to do the same.

**AND WHEREAS** accordingly the party of the Second Part, i.e. the Developer herein after coming to know of the intention of the party of the First Part, approached and requested him to allow the other part/Developer to develop the said property described in the **FIRST SCHEDULE** hereunder written under certain terms and conditions mentioned hereunder.

**AND WHEREAS** the Owner, the party of the First Part herein, has specifically represented to the Developer that he is the sole and absolute Owner of the property morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and upon due searches and



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representation the Developer as bona-fide belief that the Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises in its entirety as Owner thereof and he has full right and absolute authority of alienation or transfer of the same or any portion thereof without any hindrance, claim, question or demand being raised by anybody in this behalf and have also declared and confirmed that he has not executed any sorts of instrument like sale, lease, gift, mortgage, charge or Agreement for Sale, Tenancy or Development Agreement with regard to the Schedule property with any other body/bodies, person/ persons, concern / concerns company/companies and authority/ authorities except the party of the Second Part Developer herein before.

**AND WHEREAS** it has been mutually agreed by and between the parties hereto that the Developer shall develop the said premises in the manner as has been agreed upon by and between the parties hereto and as hereto and as hereinafter provided.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY**



Signature.....

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**AGREED BY AND BETWEEN THE PARTIES HERETO AS  
FOLLOWS:**

**ARTICLE I DEFINITIONS**

1. **OWNER:** Shall mean **SRI SHYAMAL BOSE**, son of Late Surendra Nath Bose, by religion-Hindu, by occupation- Business, by Nationality - Indian, residing at 15, Selimpur Road, Post office : Dhakuria, Police Station- - Lake, Kolakta-700031, District- South 24 Parganas ;
  
2. **DEVELOPER:-** Shall mean **B. P. BUILDER & DEVELOPER**, a Proprietorship Firm, having its Registered Office at 24, Anjuman Ara Begam Row, Police Station- Jadavpore, Kolkata-700 033, District- South 24 Paraganas, represented by its Sole Proprietor namely **SRI PROSENJIT PAITH.** son of Sri Sudhir Kumar Paith, by faith Hindu, by Nationality : Indian, by occupation Business, residing at 62/64, Hari Pada Dutta Lane, Post Office: Indrani Park, Police Station- Jadavpur, Kolkata - 700 033, District - South 24- Parganas.



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3. **TITLE DEED:-** Shall mean all deeds, documents, papers and writings regarding title of the property.
  
4. **PROPERTY!PREMISES!:-** Shall mean the land measuring 3(three) Cottahs 14(fourteen) Chittacks and 11 (eleven) Square Feet, be the same or a little more or less, lying and situates under Police Station-then Tollygunge at present Jadavpur, J.L. No. 41, Touzi No. 56 Pargana-Khaspur, Mouza- Chandpur, Khatian Nos. 57 & 58, C.S. Plot No. 944 & 764, at present within the ambit of Kolkata Municipal Corporation in Ward No. 94, being Kolkata Municipal Corporation Premises No. 62/64, Haripada Dutta Lane, Police Station- Jadavpur, Kolakta-700033, Additional District-Sub Registry Office at Alipore, District: South 24 Parganas which is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written;
  
5. **BUILDING:-** shall mean the building to be constructed upon the said piece and parcel of land mentioned above in accordance with the plan to be prepared and sanctioned by the Developer from the Kolkata Municipal



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Corporation at the cost of the Developer which in no circumstances will be reimbursed by the Owner.

6. **SALEABLE SPACE**:- Shall mean flat or flats, apartment or apartments or any other space or spaces or portion thereof and for exclusive use of the flat Owner in the building available for independent use and occupation excepting what is due to the Owner and after making due provision for common facilities and the space required thereof.
  
7. **OWNER'S ALLOCATION** shall mean that the Owner will be entitled to get only one flat measuring about 800 Square Feet built up area on the First Floor, South-West together with one car parking space on the Ground Floor measuring about 120 Square Feet together with common right, facilities, utilities, passage and roof particularly mentioned in the **SECOND AND THIRD SCHEDULE** hereunder written and the owner has already received a amount by cheque amounting to Rs. 3,00,000/- (Rupees Three Lac) only in lieu of his land.



Signature: \_\_\_\_\_

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8. **DEVELOPER'S ALLOCATION:** shall mean the remaining portion of the G+3 storied building except the Owner's allocation and shall have right to sell the same and the Owner shall have no right to raise any objection and/or claim any right, title and interest whatsoever in respect of their share to be constructed at the **FIRST SCHEDULE** property/premises hereunder written together with the proportionate share of the ground land and common rights, facilities, utilities, passage and/or roofs described in the **THIRD SCHEDULE** hereunder written.
9. **ARCHITECT** shall mean the qualified person or persons as will be appointed by the Developer for designing and planning of the building to be constructed on the said land.
10. **BUILDING PLAN** shall mean plan or revised thereof prepared by the Developer for the construction of the building to be sanctioned by the Kolkata Municipal Corporation.



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11. **TRANSFER** shall mean with its grammatical variation and shall include Transfer of possession and Transfer of Title or by any other means adopted for effecting what is understood as Transfer of space to the Transferees thereof.
12. **TRANSFEEEE** shall mean a person or persons, firm, Limited Company, Association of person to whom any saleable space in the building has been transferred under law for residential purpose.
13. **FORCE MAJUERE** shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock-out and/or any other acts or commission beyond the control of parties hereto affected thereby and also non-availability of essential materials like cement, steel etc. But insufficient fund shall not be considered as force majeure in any way.
14. Words importing singular shall include plural and vice-versa.



*[Handwritten signature]*

Signature.....

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**ARTICLE-II: TITLE AND INDEMNITY**

1. The Owner hereby declare that he is the absolute Owner of the property and lawfully entitled to do the same and no disputes or any suits, actions or legal proceedings is pending in respect of the said FIRST SCHEDULE property or any part or portion thereof and absolute right, title, interest and possession of the said premises to enter into this Agreement with the Developer.
2. The Owner hereby declares that the said premises is free from all encumbrances, attachments, or mortgage whatsoever and the Owner hereby agrees to indemnify and keep the Developer indemnified from and against any and all actions, charges, liens, claims, encumbrances and mortgages.
3. The Owner hereby also undertakes that the Developer shall be entitled to construct the proposed building upon the said land as agreed by and between the parties hereto in accordance with the sanction building plan or revised plan if any to be sanctioned by the K.M.C. Authority concern.



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**ARTICLE III: DEVELOPERS RIGHTS AND OBLIGATION**

1. The Owner shall grant exclusive right to the Developer to develop the said land in such manner as the Developer shall deem fit and proper in accordance with the provision herein contained.
2. The Owner shall at the costs of the Developer, from time to time and at any time, submit and /or join with the Developer as the Owner of the said land in submitting the building plan applications, forms, petitions and writings to the appropriate authority for sanction and/or approval of the plans and/or materials and otherwise as may or shall be required for the construction of the building on the said land. The Developer shall cause to be made which shall be required by the government or any authority aforesaid to comply with any sanction or approval aforesaid.
3. All applications, plans and other papers and documents referred to above shall be prepared by the Developer at his own costs and shall pay and bear all fees, charges



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and expenses required to be paid or deposited for regularization of the building.

4. The Developer shall render the Owner all reasonable assistance necessary to apply for and/or to obtain all permissions, clearance and approvals in terms thereof.
5. The Developer shall exclusively be entitled to receive, realise and appropriate the sale proceeds and /or the construction costs with regard to the Developer's allocation, which the Developer becomes entitled to receive from the intending purchaser or purchasers of flats, car parking spaces and other saleable space or spaces in the said proposed building.
6. The Developer shall bound to pay the arrear tax in respect of the premises in question and also bound to negotiate with the Tenant of the said premises its own risk and cost. Be it noted here that if any negotiation shall fail with the Tenant of the premises in question by the Developer then the Agreement would be treated as cancelled and the Owner shall bound to refund back the



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amount of arrear taxes of the premises in question paid by the Developer and the money received till that date by him without any interest within 60(sixty) months from the date of signing of this Agreement.

7. That be it mentioned here that all the responsible of the existing tenants of the First Schedule premises will be borne by the Developer.
8. That if any eviction suit may filed from either side i.e. by the Landlord and/or by the Tenant against each other in that event the party of the Second Part will not responsible to complete the said project within the stipulated period of 54 (fifty four) months from the date of signing of this Agreement as stated above. It is further agreed by and between the parties that the stipulated period of 54 (Fifty four) months would be counted , after getting the vacant possession from the Owner in as much as the tenants of the premises in question.

#### **ARTICLE- IV: CONSIDERATION**

The consideration has been fully described elaborately in the **SECOND SCHEDULE** hereunder written.



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**ARTICLE V :BUILDING**

1. The Developer shall at his own costs or by raising funds from the prospective buyers out of Developer's allocation or in the manner they consider necessary for which it is hereby agreed between the parties hereto that the Developer shall be at liberty to invite applications from the prospective buyers for transfer out of the total built up area of the developer's allocations excepting the Owner's portion in the building to be constructed on the **FIRST SCHEDULE** land comprised in the said premises with good materials as are necessary for such construction and specifications must not be below as mentioned in the **FOURTH SCHEDULE** hereunder written and also in good workmen like manner and the Developer hereby agrees and undertakes to the Owner that the proposed construction of the said building would be completed within 54 (fifty four) months from the date of execution of this Agreement.

The period of 54 (fifty four) months would not be extended under any circumstances for the construction completing of the said building.



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2. The Developer shall also install and provide in the said building at his own costs the pumps, water storage tanks, overhead tank, underground reservoirs, septic tank, inside electrification and/or other facilities required to be provided in the building in terms of the sanction plan or under any applicable statutory bye-laws or regulations relating to the construction of the building on the said land and specifications as mentioned in the **FOURTH SCHEDULE** hereunder written. Be it noted here that except one common meter the other meters shall be brought or installed at the cost except the electric meter of the parties. Owner namely Sri Shyamal Bose who agrees to take the flat, shall not pay and/or bear any other cost save and except to receive the complete flat as per specification and their respective electric meters.
3. The Owner shall be entitled to transfer or otherwise deal with only the Owner's allocation in the building together with undivided impartible proportionate share of land of the said premises.



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4. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose the Developer's allocated portion in the same building without any right, claim or interest therein whatsoever of the Owner and shall not in any deliver or handover the Developer s Allocation to the proposed Purchasers unless the Developer delivers the Owner's allocation at first and then only the Developer shall be entitled to transfer and/or give possession of Developers' allocation to the intending Purchaser/ Purchasers of Developer's allocation.
5. In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Owner for which purpose the Owner undertakes to give the Developer a registered power of Attorney in a form and manner reasonably required by the Developer as per norms of the Registry Office. It is however understood that such dealings shall not in any manner fasten or create any financial liability upon the Owner. The Owner should give registered sale power to the Developer for



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selling out of the Developer's allocation before starting construction or at the time of execution of this agreement.

6. The Developer shall be authorised in the name of the Owner in so far as it is necessary to apply for and obtain quotas, entitlements and other allocations or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary connections of water, electricity power and permanent drainage and sewerage connection to the newly built up building for which purpose the Owner shall execute in favour of the Developer a Registered Power of Attorney and other authority as shall be required by the Developer, for which the Owner shall not be liable in any manner whatsoever.
7. The Developer shall at its own costs and expenses and without creating any financial or other liability on the Owner construct and complete the said new building and various units and/or apartments therein in accordance



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with the sanctioned building plan and any amendment thereto or modification thereof made or cause to be made by the Developer.

8. All costs, charges and expenses including architect Fees shall be discharged and paid by the Developer and the Owner shall bear no responsibility in this context.

#### **ARTICLE -VI: AUTHORITY**

1. The Developer shall be entitled to transfer or otherwise deal with the flat/flats and/or apartments and/or any other saleable space or spaces and car parking spaces of the building out of the Developer's allocation including proportionate right to use the common areas and facilities to be transferred to the prospective transferees subject to delivering Owner' allocation first to the Owner or to his nominee(s)/Assignee(s). Be it noted here that in absence of any one of the party of the First Part, his legal heirs shall bound to obey the terms and condition of this agreement and they also bound to co-operate in all respect to the party of the Second Part/Developer.



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2. In so far as necessary, all dealings by the Developer in respect of the said building in relation to these presents shall be in the name of the Owner for which the Owner hereby nominate constitute and appoint the Developer to do, execute, perform and exercise all acts and things necessary for the implementation of this Agreement including the authorities to cause to be prepared to sign letters, correspondence and to apply to the authorities, to sign and execute all applications to the Government Department and/or authority to appoint Architects, Engineers and other persons to construct the buildings as per sanction of the authority to enter in to and sign agreement for sale and to sign sale deeds, conveyances jointly with the Owner in favour of the prospective transferees to make affidavits and declaration to apply for allotment of Cement, Iron and Steel and other materials, to apply for electric connections, sewerage drainage, to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises, to make payment of all taxes, rates, impositions in respect of the said premises, 'to



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commence proceedings, to settle any suit or proceedings, to sign complaints, verification, written statements, petition to sworn affidavit to appear in any Court of Law, to give evidence and to arrange or substitute with all or any of the powers.

3. It is distinctly stipulated and agreed that the Developer shall have authority to negotiate for and/or sale flat/flats or apartment/apartments and/or any other saleable space or spaces or any portion of the said building, excluding Owner' allocation above stated.

#### **ARTICLE -VII: COMMON FACILITIES**

1. The Developer shall pay and bear all Municipal Taxes, other dues and outgoing in respect of the said premises accruing due as and from the date on which the Developer will get the vacant possession thereof for undertaking the construction works. And the Owner shall undertake and bound to give the delivery of the possession of the premises to the Developer at the time of execution of this agreement.



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2. After completion of the Owner' allocated portion of the said building, the Developer shall give notice in writing to the Owner together with the Completion Certificate Xerox of the K.M.C. requiring the Owner to take possession of the Owner's allocation in the said building agreed to be provided as consideration of the land as per terms of this Agreement and the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, maintenance charges, dues and other public outgoing and impositions whatsoever(hereinafter for the sake of brevity referred to as "the said Rates") payable in respect of the Owner's allocation and said rates are to be prorata basis with reference to the space in the building.

#### **ARTICLE -VIII: OWNER'S OBLIGATIONS**

1. The Owner doth hereby agree and covenant with the Developer not to do any act, deed or things whereby the



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Developer may be prevented from selling, assigning and/or disposing of the flat/flats or and/or any other saleable space or spaces of the Developer's allocation or any portion thereof in the said building of the said premises.

2. The Owner or any person or persons claiming through them shall not in any way cause any interference or obstruction whereby the Developer or any person or persons claiming through them shall in any manner be prevented/obstructed from constructing and erecting the said building on the said land in the said premises.
3. The Owner doth hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof without the previous consent in writing of the Developer and vis-a-vis.

#### **ARTICLE -IX: DEVELOPER'S OBLIGATION**

1. The Developer hereby agrees and covenants with the Owner to complete the construction of the said proposed



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building in terms of this Agreement and in accordance with the sanction building plan or revised thereof duly sanctioned by the Kolkata Municipal Corporation within 54 (fifty four) months from the date of execution of this Agreement. The period of 54 (fifty four) months would not be extended under any circumstances for the construction completing of the said building. But subject to getting the vacant possession from the Owner in as much as the tenants of the premises in question.

2. The Developer hereby agrees and covenants with the Owner not to violate, contravene any provisions or Rule applicable for construction of the said building. Any deviation thereof which may attract any penalty/losses to be paid to the Kolkata Municipal Corporation or to any other authority will have to be paid incurred by the Developer solely and the Owner will have no liability in this regard in any way whatsoever.
3. The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner are prevented from enjoying selling, assigning



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and/or disposing of the Owner' allocation or any portion thereof in the said building in the said premises.

4. Thereafter after completion of the building in accordance with the sanctioned plan to be issued by the K.M.C., the Developer shall have right to construct a further storied on the top floor roof of the proposed building, subject to legalize the same on subsequent by submission a revised building plan to the K.M.C. for the purpose of sanctioning the same and for that purpose if any, penalty amount and/or any fine is imposed by the K.M.C. upon the Owners of the **FIRST SCHEDULE** property, the Developer must pay the same for legalizing the revised sanction plan. Be it noted here that the Owner under any circumstances is not bound to pay any amount to the Developer for legalizing the same for revised plan to be obtained from the K.M.C.
  
5. That after completion of the proposed building inclusive of aforesaid F.A.R. proposed to be constructed by the Developer in accordance with the revised sanctioned plan the Developer is entitled to the 75% of the total



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F.A.R out of the aforesaid revised plan to be issued by the K.M.C and in that event the Owner is entitled to the 25% of the said accepted/legalized F.A.R. of the extra construction to be constructed on the top floor of the building.

**ARTICLE -XI: FORCE MAJUERE**

1. Force Majure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lockout, labour interest and/or any other acts or commission beyond the control of the parties hereto effected thereby and also non-availability of essential materials like cement, steel, etc., but insufficient fund shall not be considered as force majure in any way.
  
2. In the event of the Owner committing breach of any of the terms and conditions herein contained or delayed in delivery of possession of the said premises as hereinbefore stated the Developer shall be entitled to and the Owner shall be liable to pay such losses and compensations as shall be settled between the parties



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**PROVIDED HOWEVER** if such delay shall continue for a period of twelve months then and in that event in addition to any other right which the Developer may have against the Owner the developer shall be entitled to sue to Owner for specific performance of this Agreement or to rescind or cancel this Agreement and claim refund of all the moneys paid and/or incurred by the Developer with interest and such losses and damages the Developer may suffer.

3. After completion of construction the Developer will supply the Xerox completion certificate and other relevant documents in connection with said newly constructed building to the Owner at the earliest but not later than 6(six) months.

### **ARTICLE -XII ARBITRATION**

In case of any dispute or difference which may arise between the parties with regard to the construction meaning and effect or interpretation of any of the terms and conditions or any part thereof herein, confined or touching these presents or



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determination of any liability, the same shall be referred to Arbitration and the decision of a sole arbitrator, if the parties in dispute so agree, otherwise to two arbitrators one to be nominated by each party and in case of difference of opinion between them, by the Umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and conciliation Act, 1996 including its statutory modification and re-enactment if any.

#### **ARTICLE -XIII: JURISDICTION**

The Learned Court/Courts having territorial jurisdiction over the said property shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of this presents between the parties hereto.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land measuring 3(three) Cottahs 14(fourteen) Chittacks and 11 (eleven) Square Feet, be the same or a little more or less together with 60 years old three storied house thereon containing covered area 650 sq. ft. (cemented finished) on the Ground Floor, covered area



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650 sq. ft. (cemented finished) on the first floor and covered area 650 sq. ft. (cemented finished) on the second floor, i.e. total covered area 1950 sq. ft. more or less lying and situates under Police Station-then Tollygunge at present Jadavpur, J.L. No. 41, Touzi No. 56 Pargana-Khaspur, Mouza-Chandpur, Khatian Nos. 57 & 58, C.S. Plot No. 944 & 764, at present within the ambit of Kolkata Municipal Corporation in its Ward No. 94, being Kolkata Municipal Corporation Premises No. 62/64, Haripada Dutta Lane, Police Station-Jadavpur, Kolakta-700033, Post Office: Indrani Park, Addl. District-Sub Registry Office at Alipore, District-South 24-Parganas which is butted and bounded as follows :-

- ON THE NORTH:** By 62/1, Haripada Dutta Lane;  
**ON THE SOUTH** :- By 62/8, Haripada Dutta Lane;  
**ON THE EAST** :- By 62/29, Haripada Dutta Lane;  
**ON THE WEST** :- By 18' K.M.C. Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO**

*(Owner's Allocation)*

**ALL THAT** piece and parcel of one flat measuring about 800 Square Feet built up area on the First Floor, South-West side together with one car parking space on the Ground Floor



Signature.....

18 APR 2015

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

measuring about 120 Square Feet and a amount by cheque amounting to Rs. 3,00,000/- (Rupees Three Lac) only in lieu of their land.

←

**DEVELOPER'S ALLOCATION**

**ALL THAT** remaining portion of the proposed construction of the building except the Owner's allocation and the Developer shall have right to sale the same and the Owner shall have no right to raise any objection and/or claim any right, title and interest whatsoever in respect of their share to be constructed at the **FIRST SCHEUDLE** property/ premises hereunder written together with the proportionate share of the ground land and common rights, facilities, utilities, passage and/or roofs described in the **THIRD SCHEUDLE** hereunder written.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*(Common area and facilities)*

1. The land on which the building is located and all easement, rights and appurtenances belonging to the land or to the building.
2. The foundations, columns, girders, beams, supports,



Signature.....

**18 APR 2016**

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main walls, stairs, stairways and entrances and exists of the building.

3. The basement and other spaces attached to that.
4. Installation of common services such as power, lights, sewerage etc. including common user for main staircase lights, back spaces, lights etc. for way lights.
5. Tanks, pumps, motors, compressors, pipes and sucks and in general all apparatus and installations.
6. All other parts of the property necessary or conveyances to its existence, maintenance and safety or normally in common use.
7. Roof shall remain common for all the flat Owner.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

*(Specification)*

|                        |  |
|------------------------|--|
| <b><u>BUILDING</u></b> | R.C.C. framed building construction of building using book quality of materials.       |
| <b><u>WALLS</u></b>    | : Exterior Brick Walls shall be 8(eight) inch thick and all partition Walls shall be 5 |



Signature.....

18 APR 2015

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.



inch thick using 2<sup>nd</sup> class picked bricks.

**FLOORING**

All flooring are floor tiles including stairs with 4 inch high skirting as per Developer's choice;

**TOILET**

: Both Commode and Cistern, one Basin, one Shower, and coloured 6' Feet tiles fitting all sides of wall.

**KITCHEN**

: A granite cooking platform 4 ft. -0 inch X 1 ft- 6 Inch With a stainless steel sink and Tap along with white glazed Tiles 2ft -0 inch upon the cooking platform and steel sink portion complete

**DOOR**

: Wooden frames and commercial flash door with primer and paint complete and aluminum Tower bolt and hasp bolt;

**WINDOW**

: Aluminum window with sliding system.

**GRILL**

: Window and other space where required with primer and painting completed;

**ELECTRICALS**

: Concealed copper wiring with standard quality switches and plug sockets, with necessary light and fan points but without fittings



Signature.....

**18 APR 2015**

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

|   |   |  |
|---|---|--|
| <b><u>ELECTRICAL POINTS</u></b>                             | : |  |
| <b><u>BED ROOM</u></b>                                      | : | Light -2 Nos.<br>Fan-1 Nos.<br>On Board - 5 Amp-with 1 plug Points                                     |
| <b><u>DINING HALL</u></b>                                   | : | Light -2 Nos.<br>Fan-1 Nos.<br>On Board - Plug - 1 No.<br>15 Amp. Plug point-1 No.                     |
| <b><u>KITCHEN</u></b>                                       | : | Light Points -2 Nos.<br>For Exhaust Fan point - 1 No.  |
| <b><u>TOILET</u></b>  | : | Light Point : 1 No.<br>For Exhaust Fan Point 1 No.<br>Gyser Point - 1 No. in each Flat.                |
| <b><u>BALCONY</u></b>                                       | : | Light Point -1 No.   |
| <b><u>OUTSIDE BUILDING</u></b>                              | : | Synthetic Colour   |
| <b><u>INSIDE WALLS</u></b>                                  | : | Plaster of Paris finish  |
| <b><u>ROOF</u></b>  | : | Water proofing treatment on roof with applying chemicals treatment as per company instruction.         |
| <b><u>WATER</u></b>   | : | Under ground water reservoir with pump and Motor, overhead water tank for supply of corporation water. |
| <b><u>STAIR ROOM &amp; OTHERS PLACES (COMMON PLACE)</u></b> | : | Paris & painting completed.  |



Signature.....

**18 APR 2010**

**ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.**

**IN WITNESS WHEREOF** the parties hereto set and subscribed their respective hands and seals on this day month and year mentioned first herein above.

**SIGNED, SEALED AND DELIVERED**

withinnamed 'PARTIES' at Kolkata  
in the presence of:

**WITNESSES:**

1. *Indrajit Bose.*  
115, Salimpur Road  
Kolkata - 700 031.

*Alyaced Bose.*

**SIGNATURE OF THE OWNER**

2. *Tamara Dutta.*  
22, Telia Patana,  
Kolkata - 12.

**B. P. BUILDER & DEVELOPER**  
*Prosenjit Paul*  
Proprietor

**SIGNATURE OF THE DEVELOPER**

Drafted be me:

*Swapan Kumar Dhar*

SWAPAN KUMAR DHAR, Advocate  
City Civil Court,  
Calcutta.

*Enrol no. W.B. 158/1981*



Signature.....

18 APR 2016

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

**RECEIVED** a sum of Rs.3,00,000/- (Rupees Three lacs) only from the above named Developer as per terms of this agreement as per memo below :-

**MEMO OF CONSIDERATION**

Cheque no. 742592  
 dated 25-01-2012  
 on UCO Bank,  
 P.A. Shah Road  
 Branch, Kolkata --- Rs. 3,00,000/-

**WITNESSES :**

1. Anshujit Bose.

Anshujit Bose.

\_\_\_\_\_  
 Signature of the Owner

2. Tamay Datta

























Signature.....

**T F APP**

**ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.**



# SPECIMEN FORM FOR TEN FINGERPRINTS

|  |                           |   |   |  |   |   |  |  |
|--|---------------------------|---|---|--|---|---|--|--|
| <br><i>Alvanil Dore</i>         | <i>Alvanil Dore</i>       |    |    |    |    |    |  |  |
|  |                           | <b>Little</b>   | <b>Ring</b>   | <b>Middle</b>  | <b>Fore</b>   | <b>Thumb</b>  |  |  |
|  |                           | <b>(Left Hand)</b>  |   |  |   |   |  |  |
|  |                           |    |    |    |    |    |  |  |
|  |                           | <b>Thumb</b>  | <b>Fore</b>   | <b>Middle</b>  | <b>Ring</b>   | <b>Little</b>   |  |  |
| <b>(Right Hand)</b>  |                           |   |   |  |   |   |  |  |
| <br><i>Reo Santiago Parin</i> | <i>Reo Santiago Parin</i> |   |   |   |   |   |  |  |
|  |                           | <b>Little</b>   | <b>Ring</b>   | <b>Middle</b>  | <b>Fore</b>   | <b>Thumb</b>  |  |  |
|  |                           | <b>(Left Hand)</b>  |   |  |   |   |  |  |
|  |                           |  |  |  |  |  |  |  |
|  |                           | <b>Thumb</b>  | <b>Fore</b>   | <b>Middle</b>  | <b>Ring</b>   | <b>Little</b>   |  |  |
| <b>(Right Hand)</b>  |                           |   |   |  |   |   |  |  |
|  |                           |   |   |  |   |   |  |  |
|  |                           | <b>Little</b>   | <b>Ring</b>   | <b>Middle</b>  | <b>Fore</b>   | <b>Thumb</b>  |  |  |
|  |                           | <b>(Left Hand)</b>  |   |  |   |   |  |  |
|  |                           | <b>Thumb</b>  | <b>Fore</b>   | <b>Middle</b>  | <b>Ring</b>   | <b>Little</b>   |  |  |
|  |                           | <b>(Right Hand)</b>   |   |  |   |   |  |  |






Signature.....




18 APR 2000

ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.




**Seller, Buyer and Property Details**

**A. Land Lord & Developer Details**


| Presentant Details |  |  |  |
|--------------------|--|--|--|
| SL No.             | Name, Address, Photo, Finger print and Signature of Presentant   |  |  |
| 1                  | Mr PROSENJIT PAITH<br>62/64 HARI PADA DUTTA LANE, P.O:- INDRANI PARK, P.S:- Jadavpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700033 | <br>18/04/2016 11:50:19 AM | <br>LTI<br>18/04/2016 11:50:32 AM |
|                    |  | <br>18/04/2016 11:50:45 AM |  |

| Land Lord Details |  |  |  |
|-------------------|--|--|--|
| SL No.            | Name, Address, Photo, Finger print and Signature   |  |  |
| 1                 | Mr SHYAMAL BOSE<br>Son of Late SURENDRA NATH BOSE<br>115 SELIMPUR ROAD, P.O:- DHAKURIA, P.S:- Lake, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700031 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AECPB4708A,; Status : Individual; Date of Execution : 18/04/2016; Date of Admission : 18/04/2016; Place of Admission of Execution : Office | <br>18/04/2016 11:51:04 AM | <br>LTI<br>18/04/2016 11:51:25 AM |
|                   |  | <br>18/04/2016 11:51:49 AM |  |



| Developer Details |   |   |  |
|-------------------|---|---|--|
| SL No.            | Name, Address, Photo, Finger print and Signature  |   |  |
| 1                 | B P BUILDER AND DEVELOPER<br>24 ANJUMAN ARA BEGUM ROW, P.O:- TOLLYGUNGE, P.S:- Jadavpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700033; Status : Organization; Represented by representative as given below:-  |   |  |
| 1(1)              | Mr PROSENJIT PAITH<br>62/64 HARI PADA DUTTA LANE, P.O:- INDRANI PARK, P.S:- Jadavpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700033<br>Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKYPP3748A,; Status : Representative; Date of Execution : 18/04/2016; Date of Admission : 18/04/2016; Place of Admission of Execution : Office | <br>18/04/2016 11:50:19 AM  | <br>LTI<br>18/04/2016 11:50:32 AM |
|                   |   | <br>18/04/2016 11:50:45 AM |  |

### B. Identifire Details

| Identifier Details |  |  |   |
|--------------------|--|--|---|
| SL No.             | Identifier Name & Address  | Identifier of                          | Signature   |
| 1                  | Mr SWAPAN KUMAR DHAR<br>Son of Late UDDHARAN DHAR<br>CITY CIVIL COURT, P.O:- G P O,<br>P.S:- Hare Street, Kolkata, District:-<br>Kolkata, West Bengal, India, PIN -<br>700001 Sex: Male, By Caste: Hindu,<br>Occupation: Advocate, Citizen of:<br>India, | Mr SHYAMAL BOSE, Mr<br>PROSENJIT PAITH | <br>18/04/2016 11:52:07 AM |

### C. Transacted Property Details

| Land Details |                   |                                    |              |                        |                      |               |
|--------------|-------------------|------------------------------------|--------------|------------------------|----------------------|---------------|
| Sch No.      | Property Location | Plot No & Khatian No/<br>Road Zone | Area of Land | Setforth Value(In Rs.) | Market Value(In Rs.) | Other Details |
|              |                   |                                    |              |                        |                      |               |



| Land Details |   |                                    |                                  |                        |                      |  |
|--------------|---|------------------------------------|----------------------------------|------------------------|----------------------|--|
| Sch No.      | Property Location   | Plot No & Khatlan No/<br>Road Zone | Area of Land                     | Setforth Value(In Rs.) | Market Value(In Rs.) | Other Details  |
| L1           | District: South 24-Parganas, P.S:-<br>Jadavpur, Corporation: KOLKATA<br>MUNICIPAL CORPORATION,<br>Road: Haripada Datta Lane, ,<br>Premises No. 62/64, Ward No: 94 |                                    | 3 Katha 14<br>Chatak 11<br>Sq Ft | 1/-                    | 58,35,417/-          | Proposed<br>Use: Bastu,<br>Width of<br>Approach<br>Road: 18 Ft., |

| Structure Details |                    |                   |                        |                      |   |
|-------------------|--------------------|-------------------|------------------------|----------------------|---|
| Sch No.           | Structure Location | Area of Structure | Setforth Value(In Rs.) | Market Value(In Rs.) | Other Details   |
| F0                | Gr. Floor          | 650 Sq Ft.        | 0/-                    |                      | Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete |
| F1                | Floor No: 1        | 650 Sq Ft.        | 0/-                    |                      | Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete |
| F2                | Floor No: 2        | 650 Sq Ft.        | 0/-                    |                      | Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete |
| S1                | On Land L1         | 1950 Sq Ft.       | 1/-                    | 8,77,500/-           | Structure Type: Structure   |

#### D. Applicant Details

| Details of the applicant who has submitted the requisition form |  |
|---|--|
| Applicant's Name  | SWAPAN KUMAR DHAR  |
| Address   | CITY CIVIL COURT,Thana : Hare Street, District : Kolkata, WEST BENGAL,<br>PIN - 700001 |
| Applicant's Status  | Advocate   |

Office of the A.D.S.R. ALIPORE, District: South 24-Parganas

Endorsement For Deed Number : I - 160502673 / 2016

|                    |  |                      |                   |
|--------------------|--|----------------------|-------------------|
| Query No/Year      | 16051000147753/2016  | Serial no/Year       | 1605003074 / 2016 |
| Deed No/Year       | I - 160502673 / 2016   |                      |                   |
| Transaction        | [0110] Sale, Development Agreement or Construction agreement |                      |                   |
| Name of Presentant | Mr PROSENJIT PAITH   | Presented At         | Office            |
| Date of Execution  | 18-04-2016   | Date of Presentation | 18-04-2016        |

Remarks

On 11/04/2016

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 67,12,917/-



(Amitava Chanda)

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

On 18/04/2016

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 11:29 hrs on : 18/04/2016, at the Office of the A.D.S.R. ALIPORE by Mr PROSENJIT PAITH ..

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

Execution is admitted on 18/04/2016 by

Mr SHYAMAL BOSE, Son of Late SURENDRA NATH BOSE, 115 SELIMPUR ROAD, P.O: DHAKURIA, Thana: Lake, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700031, By caste Hindu, By Profession Business

Indetified by Mr SWAPAN KUMAR DHAR, Son of Late UDDHARAN DHAR, CITY CIVIL COURT, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 18/04/2016 by

Mr PROSENJIT PAITH PROPRIETOR, B P BUILDER AND DEVELOPER, 24 ANJUMAN ARA BEGUM ROW, P.O:- TOLLYGUNGE, P.S:- Jadavpur, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700033



Mr PROSENJIT PAITH, Son of , 62/64 HARI PADA DUTTA LANE, P.O: INDRANI PARK, Thana: Jadavpur, ,  
City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700033, By caste Hindu, By  
profession Business

Indetified by Mr SWAPAN KUMAR DHAR, Son of Late UDDHARAN DHAR, CITY CIVIL COURT, P.O: G P O,  
Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By  
Profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,310/- ( B = Rs 3,289/- ,E = Rs 21/- )  
and Registration Fees paid by Cash Rs 3,310/-

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Draft Rs  
5,100/-, by Stamp Rs 5,000/-

#### Description of Stamp

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 255268, Purchased on 14/04/2016, Vendor named  
S Chatterjee.

#### Description of Draft

1. Rs 5,100/- is paid, by the Draft(8554) No: 000427269341, Date: 15/04/2016, Bank: STATE BANK OF INDIA  
(SBI), PRINCE ANWAR SHAH ROAD.



(Amitava Chanda)

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2016, Page from 72444 to 72487

being No 160502673 for the year 2016.



Digitally signed by AMITAVA CHANDA  
Date: 2016.04.21 15:45:22 +05:30  
Reason: Digital Signing of Deed.

(Amitava Chanda) 21/04/2016 15:45:21  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)