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

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District Sub-Registrar-II  
Alloore, South 24 Parganas

30 APR 2019

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made this the 30<sup>th</sup> day of April, 2019 BETWEEN 1) SMT. ANJALI DEY, Pan card no. AIKPD8041Q, Ph no. 9831311894, wife of late Sambhunath Dey, by faith a Hindu, by occupation House wife, residing at Premises no. 188, Banomali Banerjee Road, Haridevpur, Writers Para, P.S & P.O Haridevpur, Kolkata- 700082, hereinafter called and referred to as the OWNER (which expression, unless excluded by or repugnant to the context, shall be deemed to mean and include her heirs, legatees, assigns, representatives etc.) of the FIRST PART

04 FEB 2019

Sl. No. 971 Dt. Rupees 50/-

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Address.....

P.O..... P.S.....

Vendor.....

SHIVAPRIYA MAJUMDAR  
ADVOCATE  
BLOCK-REVATI, FLAT NO. B-1  
NEELACHAL ABASAN  
98, RAJDANGA GOLD PARK  
KOLKATA-700107

Jayanta Dey  
ALIPORE POLICE COURT  
Kolkata-27



District Sub-Registrar-II  
Alipore, South 24 Parganas

30 APR 2019

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OF  
Wi

Shivapriya Majumdar  
Adv  
S/o. Late ICIC Majumdar  
Alipore Golds Club  
Kolkata-27

AND

M/S PAL & SHAW ENTERPRISE, a Partnership Firm having its office at 6/6, Chander Village Road, P.O- & P.S-Haridevpur, Kolkata - 700082, being represented by its Partners namely, 1) *Sri Uttam Kumar Shaw*, (Pan card no.DEJPS5608E) Ph no.9123890233, son of Jagadish Chandra Shaw, by faith a Hindu, by occupation-Business, residing at Premises no. 6/6, Chander Village Road, P.O- & P.S-Haridevpur, Kolkata - 700082, 2) *Sri Chanchal Pal*, (Pan card no.AKHPP1767C) Ph no.7980490763, son of late Sekhar Ranjan Pal, by faith a Hindu, by occupation-Business, residing at Premises no. 71, M.G. Road, P.O- & P.S-Haridevpur, Kolkata - 700082, hereinafter called and referred to as the DEVELOPER/PROMOTER (which expression, unless excluded by or repugnant to the context shall be deemed to mean and include it's successors-in-office, heirs, legatees, assigns, representatives, nominees etc) of the SECOND PART.

WHEREAS one Sambhunath Dey, i.e the deceased husband of the first part herein, during his life time, for valuable consideration, as purchaser purchased from the then owner Sri Jitendra Nath Das, son of late Upendra Nath Das ALL THAT piece and parcel of land measuring 6(Six) Cotthas 15 (Fifteen) Chittacks be the same or a little more or less lying, situate at Mouza Sirty, under collectorate Touzi no. 8, Khatian no. 118, Dag no. 723, R.S no. 29, J.L no. 11, being present Municipal Premises no. 188, Banomali Banerjee Road, Haridevpur, Writers Para, P.S & P.O Haridevpur, Kolkata-700082, under Ward no.115, within the jurisdiction of the Kolkata Municipal Corporation, District 24 Parganas South, more fully described in the schedule and the said Deed of Conveyance was registered in the office of D.R Alipore and recorded in Book no.-I, Volume no- 15, from pages 76 to 79, being no. 352 for the year 1978.

AND WHEREAS after having become sole, absolute, exclusive owner of the aforesaid property free from all encumbrances, the said Sambhunath Dey, since deceased, during his life time got his name mutated in the record of rights of the Municipal authority and constructed a two storied residential building in a portion of the said plot of land and had been enjoying Sixteen annas right, title and interest in the said property free from all encumbrances, demands, action, claim lien etc whatsoever in any manner.

AND WHEREAS while seized possessed of and well entitled to the said property the said Sambhunath Dey, since deceased, during his life, out of natural love and affection towards his wife Smt. Anjali Dey, by virtue of a Deed of Gift registered in the office of D.S.R-II Alipore and recorded in Book no.-I, CD Volume no- 26, from pages 5037 to 5049, being no. 07310 for the year 2010 transferred by way of gift a portion the land measuring 4 (Four) Cottahs 15 (Fifteen) chittacks and 40 (Forty) sq.ft be the same or a little more or less more fully described in the Schedule thereunder written and retained for himself remaining portion of land measuring 1 (one) cottah 15 (fifteen) chittacks and 5 (Five) sq.ft be the same or a little more or less

AND WHEREAS subsequently for better management, enjoyment of the entire land and to consolidate her control over the entire area of the property said Sambhunath Dey, since deceased, during his life, out of natural love and affection towards his wife Smt. Anjali Dey, by virtue of another Deed of Gift registered in the office of A.D.S.R-Behala and recorded in Book no.-I, Volume no- 1607-2016, from pages 131977 to 131997, being no. 160704063 for the year 2016 transferred by way of gift his remaining portion land measuring 1 (one) cottah 15 (fifteen) chittacks and 5 (Five) sq.ft be the same or a little more or less.

AND WHEREAS by virtue of aforesaid two registered Deeds of Gift the said Smt. Anjali Dey i.e the owner and first part herein thus has become sole, absolute, exclusive owner ALL THAT piece and parcel of land measuring 6(Six) Cotthas 15 (Fifteen)

Chittacks be the same or a little more or less with a two storied residential building standing thereon lying, situate at Mouza Sirity, under collectorate Touzi no. 8, Khatian no. 118. Dag no. 723, R.S no. 29, J.L no. 11, being present Municipal Premises no. 188, Banomali Banerjee Road, Haridevpur, Writers Para, P.S & P.O Haridevpur, Kolkata- 700082, under Ward no.115, within the jurisdiction of the Kolkata Municipal Corporation, District 24 Parganas South free from all encumbrances and got her name mutated in the record of rights of the Municipal authority and had been enjoying Sixteen annas right, title and interest in the said property free from all encumbrances, demands, action, claim lien etc whatsoever in any manner.

AND WHEREAS it is pertinent to mention that the said Smt Ajnali Dey i.e the first part herein to have better residential accommodation decided to develop the said property by constructing multistoried building comprising flats, units, etc on the said plot of land and in pursuance thereof entered into an agreement for development on 04/08/2016 with M/S PAL & SHAW ENTERPRISE, a Partnership Firm having its office at 6/6, Chander Village Road. P.O- & P.S-Haridevpur, Kolkata - 700082, being represented by its Partners namely, 1) *Sri Uttam Kumar Shaw*, son of Jagadish Chandra Shaw, by faith a Hindu, by occupation-Business residing at Premises no. 6/6, Chander Village Road. P.O- & P.S-Haridevpur, Kolkata - 700082, 2) *Sri Chanchal Pal*, son of late Sekhar Ranjan Pal, by faith a Hindu, by occupation-Business, residing at Premises no. 71, M.G. Road, P.O- & P.S-Haridevpur, Kolkata - 700082 and 3) *Smt. Nita Pal*, Daughter of Surya Kumar Pal and wife of Sri Chanchal Pal, by faith a Hindu, by occupation-Business, residing at Premises no. 71, M.G. Road, P.O- & P.S-Haridevpur, Kolkata - 700082 with certain terms and conditions contained therein, which was registered in the office of .D.S.R.II Alipore and recorded in Book no. I, Volume no. 1602-2016, from pages 231808 to 231841, being no. 160207904 for the year 2016 and to enable the said developer to commence the work and to do all related works thereto the said owner also granted to Developers a power of Attorney, which was registered in the office of D.S.R.II, Alipore and recorded in



Book no. I, Volume no. 1602-2016, from pages 250345 to 250366, being no. 160208535 for the year 2016

AND WHEREAS due to various reasons both the parties therein have expressed their unwillingness to carry on the said project and cancel the registered joint venture agreement signed and executed between the parties therein on 04/08/2016 and all the parties therein considering the facts and circumstances have agreed to cancel the said registered joint venture agreement dated 04/08/2016 and in pursuance thereof all the parties therein by virtue of a Deed of Cancellation of Development Agreement, Registered in the office of D.S.R.II, Alipore and recorded in Book no. I, being no. dated-----2019, for the year 2019, duly cancelled, terminated, rescinded for all purposes whatsoever and simultaneously by virtue of a Deed of revocation of power of Attorney, Registered in the office of D.S.R.II, Alipore and recorded in Book no. I. being no. dated-----2019, for the year 2019 has been signed and executed by the all the parties thereby revoking the said power so granted to them.

AND WHEREAS the party of the first part herein to have better residential accommodation decided to develop the said property by constructing multistoried building comprising flats, units, etc on the said plot of land and having been satisfied with the credibility of the Developer namely M/S PAL & SHAW ENTERPRISE intended to appoint and engage the said firm as developer to develop her said plot of land and after having worked out the feasibility of the project, M/S PAL & SHAW ENTERPRISE as the Developer/Promoter i.e the Second Part herein has agreed to undertake the project. In pursuance of such agreement thereof both the parties herein have jointly agreed to enter into an agreement for development with certain terms and conditions, as contained herein below

**THE OWNER FURTHER DECLARES :-**

- a) There are no suits and/or proceeding and/or litigation pending in respect of the premises or any part thereof.
- b) No person other than the owner has any right, title and interest of any nature whatsoever in the said premises or any part thereof.
- c) The right, title and interest of the owner in the premises are free from all encumbrances whatsoever and she has a good and marketable title thereto.
- d) There is no thika tenant in the premises and the owner has received no notice of any such claim or proceedings.
- e) No part of the premises has been or is liable to be acquired under the Urban Land (ceiling & Regulations) Act. 1976 and/or under any other law and no proceedings have been initiated or are pending in respect thereof.
- f) The premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice of intimation about any such proceeding has been received or come to the notice of the owner.
- g) Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income Tax, Revenue or any other public demand.
- h) The owner has not in any way dealt with the premises whereby the right, title and interest of the owner therein are or may be affected in any manner whatsoever.
- i) There are no debotter Trust, Wakfs, tombs, mosques, Burial grounds and/or any charge or encumbrances relating to or in the premises or any part thereof.

**NOW THIS INDENTURE WITNESSETH :-**

**THE OWNER** shall mean **SMT. ANJALI DEY**, wife of late Sambhunath Dey, by faith a Hindu, by occupation House wife, residing at Premises no. 188, Banomali Banerjee Road, Haridevpur, Writers Para, P.S & P.O Haridevpur, Kolkata- 700082

hereinafter called the OWNER of the land and premises mentioned hereinabove and her heirs executors, administrators, legal representatives, successors-in- interest and or assigns.

THE DEVELOPER/PROMOTER/CONFIRMING PARTY shall mean and include the said M/S PAL & SHAW ENTERPRISE, a Partnership Firm having its office at 6/6, Chander Village Road. P.O- & P.S-Haridevpur, Kolkata - 700082, being represented by its Partners namely, 1) Sri Uttam Kumar Shaw, son of Jagadish Chandra Shaw, by faith a Hindu, by occupation-Business residing at Premises no. 6/6, Chander Village Road. P.O- & P.S-Haridevpur, Kolkata - 700082, 2) Sri Chanchal Pal, son of late Sekhar Ranjan Pal, by faith a Hindu, by occupation-Business residing at Premises no. 71, M.G. Road, P.O- & P.S-Haridevpur, Kolkata - 700082 which includes it's successor or successors-in- interest, legal representatives, nominees and/or assigns.

THE PURCHASERS shall mean and include his/her/their heirs executors administrators legal representatives successor or successors-in-interest and/or assigns.

LAND shall mean ALL THAT piece and parcel of land measuring 6(Six) Cotthas 15 (Fifteen) Chittacks be the same or a little more or less with a two storied residential building standing thereon lying, situate at Mouza Surity, under collectorate Touzi no. 8, Khatian no. 118. Dag no. 723, R.S no. 29, J.L no. 11, being present Municipal Premises no. 188, Banomali Banerjee Road, Haridevpur, Writers Para, P.S & P.O Haridevpur, Kolkata- 700082, under Ward no.115, within the jurisdiction of the Kolkata Municipal Corporation, District 24 Parganas South, more fully described in the schedule hereunder written and clearly shown in the Map/Plan annexed hereto marked with RED border.



PLAN shall mean the plan to be sanctioned and approved by the Kolkata Municipal Corporation and shall also, wherever, context permits, include such plans, drawings, designs, elevations and specification to be prepared by the Architect, including any variations/modifications therein if any.

PROJECT shall mean the work or development undertaken by the Developer in pursuance thereof till the development of the premises is completed and possession of the complete unit/flat is taken over by the respective flat/unit owners.

BUILDING shall mean the said proposed ground plus three storied building to be constructed on the land, comprised in the said premises more fully mentioned and described in the schedule 'A' hereunder written.

THE SAID PREMISES shall mean and include the ALL THAT piece and parcel of land measuring 6(Six) Corthas 15 (Fifteen) Chittacks be the same or a little more or less with a two storied residential building standing thereon lying, situate at Mouza Sirity, under collectorate Touzi no. 8, Khatian no. 118. Dag no. 723, R.S no. 29, J.L no. 11, being present Municipal Premises no. 188, Banomali Banerjee Road, Haridevpur, Writers Para, P.S & P.O Haridevpur, Kolkata- 700082, under Ward no. <sup>115</sup> - , within the jurisdiction of the Kolkata Municipal Corporation, District 24 Parganas South more fully described in the schedule hereunder written and clearly shown in the Map/Plan annexed hereto marked with RED border and includes all common areas and/or parts and facilities thereof.

OWNER'S ALLOCATION/AREA shall mean

Total 50% (fifty) of the super built up constructed area which includes flats/units and car parking area (save and except 150 sq.ft area which shall belong to the Developer) in the ground floor as per building plan to be jointly signed by the owner and the Developer and sanctioned by the Municipal Authority along with undivided,

impartible, proportionate share of land underneath attributable to the said area of the owner upon completion of the building, and the distribution of flats of the owner shall be in the following manner:-

Owner shall be allotted the entire SECOND FLOOR, and 50% share in the third floor to be distributed in the manner i.e one flat to be situated on the South-Western corner of the third floor and of the premises and another flat on the North-Eastern corner of the third floor and beside four flats which have well marked i.e two for the owner and two for the Developer, another flat will be constructed on the third floor to be equally distributed between the owner and the Developer. It is pertinent to mention that since the flat is indivisible there will be an option for both the parties to purchase the 50% area of the said flat at the price to be calculated on the basis of market value of the premises and also one flat out of two flats on the ground floor and 50% share in the car parking area (save and except 150 sq.ft area which shall belong to the Developer) in the parking space of the ground floor of the proposed building upon completion of the same in all respect.

**DEVELOPER/PROMOTER'S** area shall mean the rest 50% (fifty percent) of the super built up constructed area as per the plan to be sanctioned by the Municipal Authority of the flats/units, car parking space in the ground floor of the proposed building.

The Developer shall be allotted the entire FIRST FLOOR, and 50% share in the third floor to be distributed in the manner i.e one flat to be situated on the South-Eastern corner of the third floor of the premises and another flat on the North-Western corner of the third floor of the premises and beside four flats which have been well marked in the plan annexed hereto i.e two for the owner and two for the Developer, another flat will be constructed on the third floor to be equally distributed between the owner and the Developer. It is pertinent to mention that since the flat is indivisible there will be an option for both the parties to purchase the 50% area of the said flat at the price to be calculated on the basis of market value of the premises and also one flat out of two

flats on the ground floor and 50% share in the car parking area (plus 150 sq.ft additional area which shall belong to the Developer in the parking space of the ground floor of the proposed building upon completion of the same in all respect. However such shares of owner as well as developer/promoter shall include common areas, parts, passages, space etc. stair, staircase, roof etc along with undivided impartible proportionate share of land underneath attributable to the flats.

SECURITY DEPOSIT Rs 10,00,000/- (Rupees Ten lakhs) only is deposited with the owner by the Developer as interest free security money against the security of the project. Upon completion of the project and before getting possession of owner's allotted portion complete in all respect the owner shall forth with refund the money to the developer.

THE FLAT/UNIT shall mean and include the absolute right, title or interest of and in the said flat / unit and the properties appurtenant thereto and the proportionate undivided ownership in the land underneath the said building together with the common areas and parts and easements granted and/or to be enjoyed by the owners and other purchaser/s subject to the easements reserved to the owners and the Developer/ Promoter and/or the obligations to be observed by the owners and other purchaser/s and payment of the proportionate common expenses and costs of maintenance herein.

PROPERTIES APPURTENANT THERETO shall mean and include the common areas and/or parts and/or amenities and facilities of the said building together with the easements rights hereby granted and/or to be enjoyed by the owners and other purchaser/s as morefully mentioned in the schedule hereunder written and the proportionate undivided share, right, title and interest in the land underneath the said building and premises.

**SUPER BUILTUP AREA** shall mean and include proportionate share of common services and the built up areas of the flat calculating measurement from outer wall to the outer wall including staircase landing and other constructed common areas.

**CO- OWNERS** shall according to its context mean all the parties including the present owner, who have agreed to acquire or hold/own flats or specified portions, spaces of land in the said premises.

**COMMON EXPENSES** shall mean and include all expenses to be incurred by the co-owners for the maintenance, management and up-keep of the said building and premises and/or expenses for common purpose of the co-owners including those mentioned in the schedule hereto.

**COMMON PURPOSES** shall mean the purpose of managing and maintaining the said building and premises and in particular the common areas and parts thereof collection and disbursement of money from co- owners in common interest and in relation to their mutual rights and enjoyment of their respective flats and/or undivided portions or land exclusively and the said building and easements appurtenant thereto.

**COMMON AREAS AND PARTS** shall mean and include the portions of the land building or structures described in the schedule hereunder written to be used and enjoyed in common with others.

**EASEMENT GRANTED TO THE PURCHASER** shall mean those easements, Quasi-easements right to be granted by the owners/owners to the purchaser/s as mentioned and described in the schedule hereunder written.

**COMMON USER RIGHT TO COMMON PASSAGE OR PATHWAYS** shall mean the right of common user of the common paths, passages entrances and areas to be

enjoyed with the owners or occupiers of other flats of the said building. This also comes within the expression 'common Areas'.

SYNDICATE shall mean the association or a scheme for forming an association of all the owners of flats including an ad-hoc committee for interim period if and when formed in future for the purpose of the said building and properties appurtenant thereto and all its affairs including repairs, maintenance, up-keep and protection as well as payment of taxes and all other common purposes.

NOW THIS AGREEMENT FURTHER WITNESSETH AS FOLLOWS:

1. The owner has appointed the said M/S PAL & SHAW ENTERPRISE, a Partnership Firm having its office at 6/6, Chander Village Road. P.O- & P.S-Haridevpur, Kolkata - 700082, being represented by its Partners namely, 1) Sri Uttam Kumar Shaw, son of Jagadish Chandra Shaw, by faith a Hindu, by occupation-Business residing at Premises no. 6/6, Chander Village Road. P.O- & P.S-Haridevpur, Kolkata - 700082, 2) Sri Chanchal Pal, son of late Sekhar Ranjan Pal, by faith a Hindu, by occupation-Business residing at Premises no. 71, M.G. Road, P.O- & P.S-Haridevpur, Kolkata -700082 i.e the second part as the Developer/Promoter of ALL THAT piece and parcel of land measuring 6(Six) Cotthas 15 (Fifteen) Chittacks be the same or a little more or less with a two storied residential building with 12 feet wide Municipal road standing thereon lying, situate at Mouza Sirty, under collectorate Touzi no. 8, Khatian no. 118. Dag no. 723, R.S no. 29, J.L no. 11, being present Municipal Premises no. 188, Banomali Bauerjee Road, Haridevpur, Writers Para, P.S & P.O Haridevpur, Kolkata- 700082, under Ward no.115, within the jurisdiction of the Kolkata Municipal Corporation, District 24 Parganas South, more fully described in the schedule hereunder written and clearly shown in the Map/Plan annexed hereto marked with RED border with all easement and quasi-easement rights herein after called the "said property" and Developer/ Promoter has accepted such appointment on the terms and conditions hereunder contained.



2. DEVELOPMENT OF THE PREMISES TO BE DONE IN THE FOLLOWING MANNER:-

- a) Simultaneously with the execution of this Agreement the owner shall show to the Developer or its Advocate original deeds and other documents of title relating to the said premises and hand over the copies of the original deeds and other documents of title relating to the said premises to the Developer/ Promoter and the owner shall be bound to produce original deeds, which shall be under the custody of the owner, before any authority as may be required.
- b) At any time hereafter, the Developer/ Promoter shall have the right and shall be entitled to enter upon the premises and do soil testing and all other preparatory works as may be necessary for the construction of the proposed building and to sanction plan at the costs and expenses of the Developer.
- c) The Developer shall at its own costs shall prepare the plan and get such plan approved by the owners and construct proposed building after getting sanction plan from the K.M.C. The Developer under takes to prepare a building plan and positively submit the same for sanction within 30 days from the date of signing this agreement
- d) The Developer herein has agreed to provide alternative accommodation for Smt. Anjali Dey and her other family members, the Developer herein has agreed to pay to the said Smt. Anjali Dey and her other family members a total sum of Rs. 28,000/- (Rupees Twenty Eight Thousand) Per month as rents plus any advance payment to the I respective landlord including shifting and re-shifting, for the alternative accommodations and the said rents shall be paid to the respective landlord within the stipulated period of each month and the Developer shall keep on paying the same month by month till such time the owner's allocation is handed over to the owner complete in all respect and in habitable condition. The said Smt. Anjali Dey under takes to vacate the said premises and hand over the same in vacant condition to the Developer within agreed time to be decided mutually from the date of getting Sanction

Building plan from the Municipal Authority. The Developer shall hand over owner's copy of building sanction plan.

e) The plan for the new building shall be got prepared by the Architect and shall be submitted to the Kolkata Municipal Corporation for necessary sanction in the name of the owner at the costs and expenses of the Developer/ promoter. The Developer/ Promoter shall also cause such change to be made in the plans as the Architect may advise, which must be approved by the concerned authorities from time to time.

f) Within 20 (twenty) months from the date of signing this Development agreement (subject to Smt. Anjali Dey vacating the premises within the stipulated time, if so required) the Developer shall complete the said proposed building in accordance with the sanction plan subject to force majeure clause, ( in that event such time stipulation shall be extended further if necessary) and shall deliver possession of the owner's allocation to the owner in habitable condition complete in all respect as per the particulars mentioned in the specifications attached hereto, with such reasonable changes as may be advised by the Architects, SUBJECT TO the owner's consent and meeting her obligations hereunder written. However if the Developer fails to complete the project within the stipulated time i.e 20 months with further 6 months extended time in case of force majeure clause, in that event the Developer shall pay to the owners Rs. 1500/- per day as liquidated damage/compensation till such time the project is complete in all respect otherwise the owner reserves the right to cancel, terminate this Development Agreement and assign the development work to another person unconditionally. It is agreed that after completion of the project in all respect, the Developer shall first hand over owner's allocation to the owner before handing over flats/units belonging to Developer's allocation to any prospective purchaser/s.

g) The Developer shall construct such maximum area as can be constructed on the premises in a viable manner, permissible under the Building Rules and Regulations and By-laws of the corporation and in conformity with the plans which must be approved by the proper authority.

h) The owner shall give her consent to the modification of sanction of the plans necessary and shall give such other consents, sign such papers, documents, deeds and undertakings and render such co-operation, as may be required by the Developer/Promoter for modification of building sanction plan or otherwise for the construction and complete of the New Building, i.e. the project.

i) In case it is required to pay any outstanding dues to the Kolkata Municipal Corporation or any other outgoings and liabilities in respect of the premises, Developer shall pay such dues and bear the costs and expenses thereof. After completion of the New Building, the respective unit owner shall pay the same after the handing over to the owner's area i.e to say that after completion of the proposed building and handing over flats including owner's 50% area the respective flat owner shall be liable to pay Municipal Taxes, rates, and other out goings, impositions, maintenance charges etc. in respect of their respective flat and the owner herein shall exclusively be liable to pay such Municipal Taxes, rates, and other out goings, impositions, maintenance charges etc. in respect of his 50% share in the property.

j) Upon being inducted into the premises, the Developer shall be at liberty to do all works as be required for the project and to utilize the existing facilities if any in the premises at its own costs and expenses. The Developer shall have the right to obtain temporary connection of utilities for the project and the owner shall sign and execute all papers and documents thereof.

k) On and after the delivery of vacant possession of the premises by the owner to the Developer/Promoter, the Developer shall be entitled to use the premises for setting up a temporary site office and/or quarters for its watch and ward and other staff and shall further be entitled to put up boards and signs advertising the project. It is clarified that at any time after getting vacant possession of the premises hereof, the owner shall permit the Developer/Promoter to enter upon the premises to survey the same, cause soil testing and all other works.

- l) The owner's area shall be constructed by the Developer for and on behalf of the owner and/or for her nominees. The rest of the areas of the proposed Building shall be constructed by the Developer for and on behalf of itself and/or its nominees.
- m) The owner shall be entitled to the units comprised in the owner's allocation in the New Building TOGETHER WITH the undivided proportionate share in the common portions of the land, the roof and/or terrace of the New Building and balance area shall belong to the Developer/Promoter.
- n) The owner and the Developer shall be entitled absolutely to their respective areas and shall be at liberty to deal therewith in any manner they deem fit and proper SUBJECT HOWEVER to the general restrictions for mutual advantage inherent in the ownership flat scheme. They will also be at liberty to enter into agreement for sale of their respective areas and the owner and the Developer shall adopt similar conditions at least in so far as the same relates to common portions, common areas and common expenses and other matters of common interests. At any time after delivery of possession to the owner of the owner's area, the undivided, impartible, proportionate share in the land attributable to the owner's allotted flats as mentioned in the owner's allocation, shall be retained by the owner and the balance undivided, impartible proportionate share in the land attributable to the Developer's allotted flats as mentioned in the Developer's allocation shall be sold and conveyed, absolutely by the owner to the Developer/ Promoter and/or its nominees and the consideration for the same shall be the cost of construction of the owner's area and no further amount except mentioned under the "OWNERS ALLOCATION" shall be payable to the owner. The costs of preparation, stamping and registration of the conveyance shall be borne and paid by the respective Purchaser/Transferees.

3. IT IS FURTHER CLARIFIED AS FOLLOWS:-

- a) The Developer/Promoter will provide electricity connection for the entirety of the New Building including the owner's area and the owner and/or her nominees shall

reimburse the Developer/Promoter proportionately the total amount of deposits, if any, as be required to obtain electricity from the C.E.S.C LIMITED or otherwise.

b) Upon completion of the new building thereof and/or floors therein, from time to time, the Developer/Prompter shall maintain and manage the same in accordance with such rules as may be framed by the owner and the Developer and be in conformity with the other buildings containing ownership flats till an association and/or housing society is formed. The Developer/ Promoter and the owner and/or other purchasers/Transferees, if any, shall comply with the rules and/or regulations and shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management and upon formation of such association and/or Housing Society, the Developer/promoter shall hand over all such responsibilities Along with all the papers, documents pertaining to the said property in favour of the association and/or Housing Society for future management and maintenance. However the responsibility for maintenance of the building shall remain with the Developer strictly for six (6) months at the costs and expenses of the all the flat owners, from the date of getting completion certificate to be obtained by the Developer at its own costs and expenses, and thereafter the Developer herein shall hand over the said responsibility unto and in favour of the Flat owners or Flat owners Association.

c) If so required by the Developer/Promoter the owner shall join and/or cause such persons as may be necessary to join as confirming parties in any documents, conveyance and/or any other documents of transfer that the Developer/Promoter may enter into with any person who desires to acquire flats/units comprised in the Developer's/Promoter's area and similarly the Developer shall join in respect of the Owner's Area.

d) The Developer shall keep the owners saved, harmless and indemnified in respect of any loss, damage, costs, claims, charges and proceedings, as may arise in pursuance hereof including.



- 2504/118
- i) All claims or demands that may be made due to anything done by the Developer during construction of the New Building, including, claims by the owners of adjoining properties, for damage to their building.
  - ii) All claims and demands of the suppliers, contractor, workmen and agents of the Developer, on any account whatsoever, including any accident or other loss.
  - iii) Any demand and/or claim made by the unit owners of the Developer's/Promoter's area.
  - iv) Any action taken by the corporation and/or any other authority for any illegal or faulty construction or otherwise of the New Building even after the handing over to the owner and other unit holders.
  - 4) The owner shall keep the Developer saved, harmless and indemnified in respect of any loss, damage, costs, claims, charges and proceedings, that may arise in connection with the title or any other matter related thereto the said property more fully described in the schedule "A" hereunder written.
  - 5) Simultaneously with the execution hereof, the owners has granted to the Developer Power of Attorney, authorizing the Developer/Promoter to do all act as be necessary for the project, execution and signing of agreement for sale and Deed of conveyance and present them before the registering authority/s in respect of only the flats/units, car parking spaces and other saleable areas of the Developer's allocation only on behalf of the owners.
  - 6) The Developer/Promoter shall indemnify and keep the owners indemnified in respect of all costs, expenses, damages, liabilities, claim and/or proceedings arising out of any act done by the Developer/Promoter in pursuance of the authorities/power granted as aforesaid. The owner will have no obligation to financial claim or other legal violation of the project.
  - 7) The power and/or authorities granted as aforesaid shall remain irrevocable during the subsistence hereof for this project.
  - 8) The owners shall give such co-operation to the Developer/Promoter and sign such papers confirmation and/or authorities as may be reasonably required by the

Developer/Promoter from time to time for the project, at the costs and expenses of the Developer/Promoter.

9) In case any of the parties hereto is unable to fulfill their/its obligations hereunder, within the time hereinabove mentioned due to any reason beyond their/its control, then and in such event, the time for the performance of their/its obligations shall be extended for such time as may be mutually decided.

10) In case any of the parties hereto commit any default in fulfillment of their/its obligations contained herein, then and in such event, the other party shall be entitled to specific performance and/or damages.

11) The Developer herein, with the strength of this Agreement shall not be entitled to obtain any loan from any Bank, financial institutions keeping the properties as a security for re-payment of such loan.

12) This Agreement shall never be construed or considered to be any partnership business.

13) By and under this agreement for development the owners agreed with the Developer for the development of the said property inter alia on the condition that the Developer shall be entitled to develop the said property at its own cost and expenses according to the sanction building plan obtained from the Kolkata Municipal Corporation and will realize the cost of construction of the development by selling the flats along with car parking space except the portions allotted to the owners to be constructed there at. The Developer herein shall have no right to assign this project to any third party in any manner.

14). By virtue of this instant Agreement the Developer/Promoter shall get a Plan sanctioned from the competent Authority and/or The Kolkata Municipal Corporation for the purpose of construction of the proposed building.

15). If the Developer gets any additional sanction for additional construction, in that event such additional portion shall be shared by the owner and the Developer/Promoter herein in the manner as already settled in between the parties herein.

SCHEDULE 'A'

(DESCRIPTION OF THE PROPERTY)

*ALL THAT* piece and parcel of land measuring 6(Six) Cotthas 15 (Fifteen) Chittacks be the same or a little more or less with a two storied residential building standing thereon lying, situate at Mouza Sirity, under collectorate Touzi no. 8, Khatian no. 118. Dag no. 723, R.S no. 29, J.L no. 11, being present Municipal Premises no. 188, Banomali Banerjee Road, Haridevpur, Writers Para, P.S & P.O Haridevpur, Kolkata-700082, under Ward no.115, within the jurisdiction of the Kolkata Municipal Corporation, District 24 Parganas South clearly shown in the Map/Plan annexed hereto marked with RED border butted and bounded

ON THE NORTH : Plot of land under Dag no. 823

ON THE SOUTH: Plot no. 30A under Dag no. 723

ON THE EAST : Plot of land under Dag no. 724

ON THE WEST : 12 feet wide KMC Road

SCHEDULE- "B"

(OWNER'S ALLOCATION/AREA)

Owner shall be allotted the entire SECOND FLOOR, and 50% share in the third floor to be distributed in the manner i.e one flat to be situated on the South-Western corner of the third floor and of the premises and another flat on the North-Eastern corner of the third floor and beside four flats which have well marked i.e two for the owner and two for the Developer, another flat will be constructed on the third floor to be equally distributed between the owner and the Developer. It is pertinent to mention that since the flat is indivisible there will be an option for both the parties to purchase the 50% area of the said flat at the price to be calculated on the basis of market value of the premises and also one flat out of two flats on the ground floor and 50% share in the car parking area (save and except 150 sq.ft area which shall belong to the Developer) in the parking space of the ground floor of the proposed building upon completion of the same in all respect.

SCHEDULE-C

(DEVELOPER/PROMOTER'S ALLOCATION/AREA)

DEVELOPER/PROMOTER'S area shall mean the rest 50% (fifty percent) of the super built up constructed area as per the plan to be sanctioned by the Municipal Authority of the flats/units, car parking space in the ground floor of the proposed building.

The Developer shall be allotted the entire FIRST FLOOR, and 50% share in the third floor to be distributed in the manner i.e one flat to be situated on the South-Eastern corner of the third floor of the premises and another flat on the North-Western corner of the third floor of the premises and beside four flats which have been well marked in the plan annexed hereto i.e two for the owner and two for the Developer, another flat will be constructed on the third floor to be equally distributed between the owner and the Developer. It is pertinent to mention that since the flat is indivisible there will be an option for both the parties to purchase the 50% area of the said flat at the price to be calculated on the basis of market value of the premises and also one flat out of two flats on the ground floor and 50% share in the car parking area plus 150 sq.ft additional area which shall belong to the Developer in the parking space of the ground floor of the proposed building upon completion of the same in all respect. However such shares of owner as well as developer/promoter shall include common areas, parts, passages, space etc. stair, staircase, roof etc along with undivided impartible proportionate share of land underneath attributable to the flats.

SECURITY DEPOSIT Rs 10,00,000/- (Rupees Ten lakhs) only is deposited with the owner by the Developer as interest free security money against the security of the project. Upon completion of the project and after getting possession of owner's allotted portion complete in all respect the owner shall forth with refund the money to the developer.

SCHEDULE-D

(PARTICULARS OF EASEMENTS, PRIVILEGES AND COMMON AMENITIES  
REFERRED TO ABOVE FOR THE BENEFICIAL USE AND ENJOYMENT OF  
THE FLATS/UNITS BY ALL THE CO-OWNERS).

1. All right and privileges of vertical and lateral support, easements, quasi-easements appendages and appurtenances belongings and/or appurtenances to the proposed flats which will be usually held used occupied or enjoyed therewith or known as part or parcel thereof or appertaining thereto which are hereinafter more fully specified excepting and reserving unto the Owners, the promoter's right etc. more particularly set out in the Schedule hereinafter referred.
2. The right of use in common with the owners, Promoter and other persons deriving title under and the owners and occupiers of other flats regarding use and enjoyments of the common space, main entrances, drains, sewers, pipe lines, electric lines and other common parts and passages
3. The right of protection of the flats/units by and from other flats/units or portions thereof so far as it can protect the same.
  - a) The right of ingress and egress from the entrances, passages of the said premises in common with the co-owners.
  - b) The right with workmen and materials of entry into the any flat/unit for the purpose or repairing, replacing cleaning and inspection, so far as may be necessary, allows any pipes, drains, wires conducts, installed or passed through the said flat/unit.

SCHEDULE 'E'

(THE RIGHT OF EASEMENT AND PRIVILEGES RESERVED TO THE  
OWNERS AND PROMOTER).

1. The right to make such variation and/or modification in the plan, specification, or construction of the proposed building as may necessary to be done at the instance of the Government. The Municipal Corporation or any other local authorities or under



any structure or due to any eventually or under the advice of the Architect or otherwise without resource to or hindrance or objection or claim by or on behalf of the purchaser but without causing any loss or damages to the purchaser.

2. The right in common with the purchaser and or other person/persons entitled to the other part or parts of the said proposed building including ingress to and egress out of the said proposed building bearing and paying common expenses for their maintenance with other occupiers of the said proposed building.

3. The rights of passage in common with the Purchaser/and the other persons as aforesaid or electricity, water, telephones and soil pipes from and to any part or other parts or part of the said building through the pipes, drains, wires, conduits, cables P.V.C pipe line and posts lying or being in under through or over the said proposed building and the land appurtenant thereto or along side thereof as far as may be reasonably necessary but without any damage to the said proposed building and the occupation of other persons of other portion or portions of the said proposed building and bearing and paying common expenses for the maintenance of the common passage and other facilities with the other occupiers of the building.

4. The right with or without workmen with the necessary materials to enter from time to time upon the said property but without causing any inconvenience to occupiers thereof for laying pipes drains wires and conduits as aforesaid and for the purpose of repairing including inspection thereof. Provided always that the owners and promoter and/or such other person or persons shall give to the Purchaser a prior fortnight written notice of their intention for such entry as aforesaid.

5. The right of protection of other portion or portions of the said proposed building by all its parts or otherwise in any manner to lessen or diminish the support at present enjoyed by other part or parts of the said proposed building.

6. The right to form an ad-hoc committee or Association of all the flats and car parking spaces owners for the purpose or maintenance of the building and/or management of its affairs and thereby be relieved and discharged and from all obligations of the Owners and Promoter and so that all such rights and obligations

shall be deemed to have vested in the said Ad - hoc committee or Association with immediate effect.

SCHEDULE 'F'

(THE COVENANTS CONDITIONS AND OBLIGATIONS TO BE OBSERVED AND PERFORMED BY THE ALL THE CO-OWNERS.)

- 1) The all the co-owners shall maintain at his/her own costs their respective Flat/Unit in good condition and order and shall abide by all laws, bye- laws, rules and regulations of the Central/state Government, concerned Municipal Authority and other statutory authorities or local body and shall attend answer and be responsible for all deviations, violations and breach of any other statutory conditions of the law, rules and regulations and shall preserve and perform all the terms and conditions herein contained, and in so far as the said flat/unit is concerned and keep the owners and the Promoter fully indemnified against all claims, demand, sanctions, proceedings and liabilities in respect thereof.
- 2) All the owners shall contribute and pay the proportionate share towards Municipal Taxes, Multistoried building tax, surcharge, and all other taxes and imposition that may be levied by the Central or State Government or by any local body and also pay proportionate share towards the costs, expenses and out goings in respect of the common areas, parts, facilities, amenities and convenience which will be enjoyed by him/her in common with others and such apportionment shall be made by the Syndicate, House Owners Association, the limited company or incorporated body as may be formed in future on actuals which shall be final and binding on the co-owners.
- 3) That no co-owners shall do or cause to be done any act or omission which may in any manner prejudice the rights of the other co-owners or occupiers of the other flats and any portion of the said proposed building in any manner and in their peaceful and convenient enjoyment of their flats and car parking space.

4) The co-owners and their servants and agents shall not in any way obstruct or cause to be obstructed the common areas, common parts, paths, passages, driveways, Lift, etc of the said premises nor store therein any rubbish or other materials, goods or furniture nor shall do or cause to be done any act deed matter or thing whereby the use and enjoyment of the common areas, parts, facilities and conveniences of the said premises be in any way prejudice affected or vitiated.

SCHEDULE 'G'

(THE RECURRING COMMON EXPENSES, COSTS AND CHARGES AND OTHER OUT GOINGS TO BE PAID IN PROPORTIONATE SHARE BY THE CO-OWNERS OF THE FLATS/UNITS)

1. The Municipal rates and taxes, multi -storied or property tax/taxes and all others statutory charges and levies in respect of the said premises.
2. The expenses for maintaining and repairing external portion of the entire Flat/Unit and other areas adjacent thereto sewers, drains, gutters, rain water pipes, electric wiring in or upon the said land enjoyed or used in common by the Owners and the owners and occupiers together with the expenses for maintaining and repairing the passage, boundary walls, compounds landings etc.
3. The costs of repairing, white washing, colour washing, colour painting and decorating the exterior of the building and other parts and portions thereof.
4. Costs of maintenance of lift, lift shaft including all the expenses for repairing the lift.
5. The costs of cleaning and lighting the passages around the said flat or portions of the said proposed building.
6. The salaries of darwans, sweeper, electrician and other maintenance staffs.

WITNESS WHEREOF the parties hereto have put their respective sign, seal, and signature on the day month and year first above written.

**SIGNED, SEALED AND DELIVERED BY  
THE OWNERS, IN KOLKATA,  
IN PRESENCE OF:**

Shivapriya Majumdar - Adv  
Anjali Ray

**SIGNED, SEALED AND DELIVERED BY  
THE DEVELOPER IN KOLKATA  
IN PRESENCE OF**

Dr. Nagendra Sanyal  
96/2, Birinagar (E)  
KO/41  
Chaman Kumar Sanyal  
Chaman Kumar Sanyal

Drafted by

  
SHIVA PRIYA MAJUMDAR

ADVOCATE Regd no. WB/1540/83

Alipore Judges Court

Typed by

R. Sen

## SPECIFICATIONS OF CONSTRUCTION

Municipal Premises no. 188, Banomali Banerjee  
Road, Haridevpur, Writers Para, P.S & P.O  
Haridevpur, Kolkata- 700082

**FOUNDATION:** The building as designed of R.C.C footing and frame.

**WALLS:** All the external walls shall be 200mm thick brick wall with cement plaster. All the internal partition wall shall be 125mm brick wall with both sides cement plaster.

**INTERNAL FINISH :** All the internal walls and ceiling shall be finished with plaster of Paris.

**EXTERNAL PAINTING :** All the external walls will be painted with two coats of weather proof branded paint.

**DOORS:** All door frames shall be Sal wood frame of 100/62mm main door and 75/50 internal door with two coats of synthetic enamel paint. All Door shutter shall be 32mm thick Block board flash door. Main door would be of wooden panel (Sal) and polished. Balcony doors and roof top doors will be fitted with one side commercial water proof ply. All doors will be fitted with M.S Hinges and Brass handle, door stopper and mortis lock from out side and hinges from inside. Wooden bits of width 2 inches to be fixed between door frame and wall wherever necessary. Iron Collapsible gate in front of <sup>main door</sup> to be fixed in respect of owner's flats

**WINDOW :** All the windows shall be of box type with Aluminum shutter with glass and integrated grill with two coats of synthetic enamel paint over a coat of red oxide paint. All the window sills will be of white marble and door sills of bath room, if any, of white marble.

**FLOORING:** All the flooring and skirting shall be of good quality milky white marble including the staircase and landing. The toilets and the W.C shall have 6ft high glazed tiles on all sides. All kitchens shall



have a precast table of Green or Brown Granite top covering at least two sides and a stainless steel sink along with glazed tiles upto a height of 3ft. over Green or Brown Granite top 2 nos pre-cast slab for selves between floor and also the partition for gas chamber. The portion below the sink to be covered with glazed tiles on all sides with a tap for washing crockery and utensils.

**SANITARY AND PLUMBING.**: All the internal horizontal soil and waste pipe shall be 50mm and 100mm dia C.I pipes joint in cement. All the vertical soil and waste pipe shall be 50mm and 100mm dia pipe of good quality polythene. All the water supply pipes shall be (Ori-Plast and GI) exposed to wall outside and concealed in inside. All the toilets should have 1 no. Basin (22"X 16"), mirror, soap tray at Dining-cum-living room. The W.C should have 1 no. white European commode with low down PVC Reliance cistern. One toilet of each flat shall hve shower with hot and cold water provision. The toilet, W.C should have mirror, soap tray, towel rack, stop cock, bip cock, pillar cock, etc will be C.P Lever brass Essco brand Sintex doors with frame will be provided at bathroom/toilet. The kitchen should have a separate provision for drinking water drawn from deep tube well pump outlet.

**ELECTRIFICATION** : All the internal wiring shall be concealed in polythene conduit, all wire shall be copper, all switch boards of M.S flush with wall with Acrylic cover and all switches of reputed brand (ISI). Each kitchen and toilet will be provided with (minimum) one light point, one power point, exhaust fan and geyser points in Bath room. Each Drawing-cum-living room shall be provided with two light points and two fan points and one T.V point (15A) and one plug point, one power point and one light point and one plug point to be provided in each Verandah and earthing will be done in proper manner. The

Developer shall provide telephone line, cable T.V line and intercom line with concealed wiring in each flat.

**WATER SUPPLY** : Each flat will be provided with water supply line from R.C.C over head Tank. Over head tank shall be filled up by the pump and motor from under ground water reservoir for all flats. Under ground reservoir will have two supplies, one from corporation and one from tube well/submersible pump.

**GENERAL** : Boundary wall upto the height of 6' shall be provided with both sides plastered and painted. Necessary arrangement for providing electric meter to be made at ground level for individual flat. Ground level is to be covered with mosaic or chequered tiles and necessary skirting on the boundary wall. The stair case, stair landing, roof, pump room, car parking space, corridor, passage etc should be illuminated. The Verandah shall be covered with M.S or ornamental grill of spacing 65mm, collapsible gate to be provided at the ground level at the entry of stair case. The building shall be provided with 2 nos doors at the entrance with proper illumination. Door bells and letter box for individual flat also to be installed at ground level. The stair case railing handle should be wooden and polished. Arrangement for installation of separate meter for each flat in the covered space in the name of the prospective buyer shall be made.

**ROOF TREATMENT**: Roof treatment shall be done as per standard building specification by an expert engineer having substantial experience in roof treatment.

**LIFT** : A 4 (four) passenger capacity branded elevator/Lift with ISI Mark to be provided in the proposed building.

PHOTO	left hand					
	right hand					

Name .....

Signature .....



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

Name ANJALI DEY

Signature Anjali Dey

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left hand					
right hand					

Name UTTAM KUMAR SHAW

Signature Uttam Kumar Shaw

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left hand					
right hand					

Name CHANCHAL PAL

Signature Chanchal Pal

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1602-2019, Page from 124347 to 124389  
being No 160203507 for the year 2019.



*S-a*

Digitally signed by Samar Kumar  
Pramanick  
Date: 2019.05.02 15:32:45 +05:30  
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 02/05/2019 15:32:35  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)

02/05/2019 Query No:-16021000106061 / 2019 Deed No : I - 160203507 / 2019, Document is digitally signed.