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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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

District Sub-Register-III  
 Alipore, South 24-parganes

22 SEP 2017

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is made this the  
 22<sup>nd</sup> day of September, Two Thousand Seventeen BETWEEN



(1) SRI LAKSHMIKANTO CHATTERJEE, (PAN-ATVPC9564B) son of Late Satyacharan Chatterjee, by faith Hindu, Indian, by occupation-Business, (2) SRI BIREN BANERJEE, (PAN-BBBPB 1528B) son of Late Balaram Banerjee, by faith Hindu, Indian, by occupation-Business, (3) SRI AMAR BANERJEE alias AMAR BANERJI, (PAN-CQYPB7891J), son of Late Gangahari Banerjee, by faith Hindu, Indian, by occupation-Business, (4) SRI MAHADEB BANERJEE, (PAN-CQYPB7894P), son of Sri Anil Banerjee, by faith Hindu, Indian, by occupation-Service, all residing at 26/1, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata - 700 078, hereinafter referred to as the 'OWNERS' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns ) of the **FIRST PART**:

AND

R.S. CONSTRUCTION, a Proprietorship firm, having its office at 110, Garfa Main Road, P.O. Haltu, P.S. Garfa, Kolkata - 700078, represented by its Proprietor SRI RANA SAFUI (PAN-ABGPS2725P), son of Sri Bibhupada Safui, by faith Hindu, by occupation-Business, residing at 101/3, Garfa Main Road, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700075, hereinafter referred to as the 'DEVELOPER' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**:

WHEREAS One Smt. Braja Sundari Dasi, wife of Krishna Das Nandi was the recorded owner of ALL THAT land measuring 1.94 Acres more or less, comprised in C.S. Dag No.2107 under C.S. Khatian No.62 and 425 corresponding to R.S. Dag No.962 under R.S. Khatian No.64 and

429, situated at Mouza-Garfa, J.L. No. 19, R.S.No.2, Touzi No.10, 12, & 13, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. Kasba now Garfa, Sub-Registry/A.D.S.R. at Sealdah, in the District of south 24-Parganas, by virtue of purchase on auction.

AND WHEREAS out of natural love and affection, the said Smt. Braja Sundari Dasi gifted  $1/3^{\text{rd}}$  share in the said land to her son Sri Hrishikesh Nandi son of Late Krishna Das Nandi by a Deed of Gift, dated 12.04.1971 registered at Registrar of Assurance, Calcutta and recorded in Book No.I, Volume No.76, page from 89 to 95, Deed No.1329 for the year 1971 and thereafter the said Smt. Braja Sundari Dasi gifted the remaining  $2/3^{\text{rd}}$  share in the said land to her other two sons Sri Mukunda Das Nandi & Sri Patitpaban Nandi both sons of Late Krishna Das Nandi by two separate Deed of Gift, dated 12.04.1971 registered at Registrar of Assurance, Calcutta and recorded in Book No.I, Deed Nos. 1308 & 1309, for the year 1971.

AND WHEREAS thus the said Sri Hrishikesh Nandi, Sri Mukunda Das Nandi & Sri Patitpaban Nandi jointly became the owners of the said land and for the purpose of more convenient use and enjoyment, they made partition and division the said land among themselves and the said Sri Hrishikesh Nandi was allotted 1 Bigha more or less.

AND WHEREAS by a Deed of Gift, dated 26.04.1984, registered at S.R. Alipore and recorded in Book No.I, Volume No.4, page from 83 to 90, Deed No.1884 for the year 1984, the said Sri Hrishikesh Nandi granted, transferred and conveyed the said 1 Bigha of land, more or less, unto and in favour of one Sri Gopal Chandra Chatterjee, Sri Nepal Chatterjee, Sri Banamali Chatterjee, all sons of late Satya Charan Chatterjee.



7.3 The Owners shall not in any manner obstruct the carrying out of the Development of the said property and/or construction of new building in or upon the said land as herein agreed. Moreover the Owners shall have no right to claim anything except the Owners' allocation in the said building.

7.4 The Owners delivered the original title deed and all other relevant papers and documents to the Developer for selling and transferring the said Developer's allocation and the Developer herein retain the said original papers and documents so long the said Developer's allocation is sold to the intending Purchaser or purchasers.

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

### ARTICLE-VIII: CONSTRUCTION

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

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

8.3 The Developer shall retain appoint and employ such masons Architects, Engineers contractor, manager, supervisors, caretaker and other employees for the purpose of carrying out the work of development

of the said property and/or the construction of the said new building as the Developer shall at his own discretion think fit and proper.

8.4 The Developer herein shall solely be liable or responsible for the payment of salaries, wages, charges and remuneration of masons supervisors, architects contractors, Engineers, caretaker and other staff and employees as may be retained appointed and/or employed by the Developer till the completion of construction and in this regard the Owners shall not in any manner would be made responsible or liable.

### ARTICLE-IX: JOINT DECLARATION

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

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

11.3 The Developer shall unless prevented by any act of God or act beyond the control of the Developer, complete the construction of the said building within 24(Twenty-Four) months from the date of sanction of the building plan.

11.4 If the Developer fails to complete construction and/or complete the said building during the said period, then in that case the Owners shall extent 6(six) months as grace period for completion of construction



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

11.6 The Owners will be bound to make registration of sale deed in respect of all flats and spaces of Developer's allocation at the cost of the Purchaser(s) in respect of proportionate share of land only without any claim or demand whatsoever. The Owners shall co-operate with the Developer for such registration and shall have no objection to be a party in the proposed deed of conveyance.

**FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT a piece and parcel of the land measuring 6 Cottah 5 Chittak 0 sq.ft. be the same a little more or less, together with 200 sq.ft. tile shed structure standing thereon, situated at Mouza-Garfa, J.L. No. 19, R.S. No.2, Touzi No.10, 12 & 13 comprised in C.S. Dag No.2107, R.S. Dag No.962, appertaining to C.S. Khatian No.62, R.S. Khatian No.64, being Premises No.2/1, Nandi Bagan, Kolkata -700 078, Assessee No.31-106-12-0533-4, now within the limits of the Kolkata Municipal Corporation, Ward No.106, under P.S. Kasba now Garfa, Sub-Registry /A.D.S.R. at Sealdah, in the District of south 24-Parganas, together with all easements rights and appurtenances thereto, being butted and bounded as follows :-

On the North : 20'ft. wide K.M.C. Road,

On the South : Land of others,

On the East : Land of others,

On the West: Land of others.

**SECOND SCHEDULE ABOVE REFERRED TO**

(Owners' Allocation)

**ALL THAT** 50% of the proposed G+IV storied building, comprised in Entire Second floor and Entire Fourth floor(Top) and 50% of car parking spaces and one shop room on ground floor measuring 145 sq.ft. more or less of the proposed G+IV storied building together with undivided proportionate share in the said land with right to use and use the common areas and facilities to be provided in the said building.

**THIRD SCHEDULE ABOVE REFERRED TO**

(Developer's Allocation )

**ALL THAT** save and except the said Owners' Allocation, remaining 50% of the constructed area of the proposed G+IV storied building i.e Entire First floor and entire Third floor and 50% of Car parking space and remaining shop room of said proposed building together with the said land with right to use and enjoy the common areas and facilities to be provided in the proposed building will be allotted to the Developer herein.

**FOURTH SCHEDULE ABOVE REFERRED TO**

(Specification of the Construction)

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

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

**FLOORING:** flooring will be made with good quality vitrified tiles.

**DOORS :** All door frames will be made of sal wood 4" x 2 ½ " inner surface of the frame should be pointed. Entrance main door will be made



of 32mm thick wood with door stopper. Other doors will be of flush door, 32/35 mm in thickness. Toilet and W.C. door will be of PVC sheet

**WINDOWS:** Sliding Aluminium channel window with 3.5 mm glass colour with steel grills and necessary fittings and the balcony will be covered by steel grill up to 2'-6" from floor level and one Collapsible gate of three flats.

**ELECTRICAL:** Bed room – 4 point, 5 Amp one point, kitchen- 2 point, 5 Amp one point, 15 Amp one point. Toilet–2 point, one Exhaust fan point, Balcony – one point. Drawing/dining–4 point, 5 Amp 2 point and 15 Amp one point, and a calling bell point outside the flat.

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

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

**PAINTING:** External finish–All external walls covered with snowcem of good brand.

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



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

SIGNED SEALED & DELIVERED

In presence of:-

1. *Bijay Bandyopadhyay*  
63, Grand Kailash Rd  
Haltu 1st - 78

2. *Asela Datta*  
Kalyanpur  
Baruipur  
Local - 14h

*Lakshmi Kanta Chatterjee & Co.*

*Biren Bandyopadhyay*  
*Anand Bandyopadhyay*  
*Chandrasekhar Bandyopadhyay*

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OWNERS

R. S. CONSTRUCTION



Proprietor

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DEVELOPER

Drafted by:-

*Alex S. D. Adv.*  
F 419 51  
Advocate,

Alipore Police Court,  
Kolkata - 700 027

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ring finger

small finger



left hand					
right hand					

Name \_\_\_\_\_

Signature Lakshmi Kanna

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6



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right hand					

Name \_\_\_\_\_

Signature Biren Buri

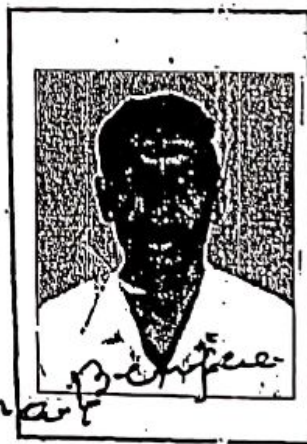
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Signature Anant



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Signature.....

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Name.....

Signature..... *Shankar B...*

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Name... DANA SARU .....

Signature..... *Dana Saru*

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Name.....

Signature.....

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2017, Page from 116733 to 116763  
being No 160304266 for the year 2017.



Digitally signed by ASISH GOSWAMI  
Date: 2017.10.10 16:29:19 +05:30  
Reason: Digital Signing of Deed.

Asish Goswami) 10/10/2017 16:29:14  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)

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